THE

MADRAS REVENUE REGISTER.

No. 2.] MADRAS:—TUESDAY, FEBRUARY 15, 1870. [VOL. IV.

"THE COURT FEES' BILL."—II.

CONTRARY to well-founded anticipations, this master-piece of Financial Legislation still continues in its inchoate condition of a Bill! We were threatened with its binding efficacy on the 1st of January 1870; but we are now told that all its merits and demerits—its excellences and its defects—are not to come into force till the 1st March next. We are tempted by this temporary suspension of legislative childbirth, to pursue our observations on the most modern ideas of judicial taxation in India, as represented in the promised enactment now drawing to the close of its protracted gestation. We have already sufficiently considered how our legislature has been forced to admit, after an unwillingness of more than two years, that Act XXVI of 1867, looked upon with pride as the offspring of consummate wisdom, was not calculated to promote public justice, and, as a consequence, the interests of the common weal. We have considered, too, how the present attempt at amelioration is, on many, if not most, important points of principle and practice virtually nil, and that with a strange mixture of audacity on the one hand and pusillanimity on the other, our senators have ignored the public voice and the dictates of their own conscience—audacity in braving public opinion—pusillanimity as regards the effect of a just moderation on the coffers of the State. At the same time we have not omitted to point out how far, comparatively, the proposed enactment may, in some particulars, be considered to be better than the one which it is intended to supersede, though in all respects inferior to the old law on the subject. Since we wrote our last article, the Bill in question has passed through the hands of the Select Committee to whom it was referred; but, though their report has been published, we have not yet seen it in print. We understand, however, that their recommendations do not materially alter the Bill except in one or two respects, the nature of which we shall notice in the course of our observations.

The general principle of the Bill is reduction, but a reduction that is not carried down low enough to meet the requirements of sound legislation, or the actual need of the community. It is an undoubted advantage, however, to find that it is proposed to adopt a reduction of 25 per cent all round in calculating the value of stamp duty on litigation, and to revert to the former principle of a maximum institution fee. The old law made this maximum 2,000 rupees; the law now to be superseded fixed no limit whatever; the original "Court Fees'" Bill proposed a maximum of 5,000 rupees; but the Select Committee have reduced this

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limit to 3,000 rupees; and we—though not content—must be thankful for all small mercies. It was thought by the honorable member who introduced the Bill that there was nothing inequitable in demanding 5,000 rupees from a suitor merely to give him a title to be recognized as a party privileged to come before a forum, and to consign all his rights to the mercy or whim of the particular judge appointed by the State as the giver of relief for the time being; and that there was nothing inequitable in further demanding another 5,000 rupees from the injured suitor, to have the ignorance and errors of the judge of first instance pointed out, exposed, and remedied in appeal. But when the honorable gentlemen of the Select Committee came to put their heads together to see how far the honorable mover was right, although they perfectly agreed with him—and there can be no mistake or want of unanimity among honorable members in financial operations—they resolved, in deference to the representations made from various quarters, that the maximum fee demandable on litigation should not exceed 3,000 rupees—not on each litigation throughout, but on each litigation in each Court!!! This it would appear is now the final resolve of our legislators; and, as there is no fighting against it, we must grin and bear it with feelings of comparative thankfulness that it is no worse. Another advantage that is worthy of any notice is the reduction to be effected in calculating the value of suits relating to immoveable property. According to the present law the value of immoveable property, for the purposes of judicial taxation, is taken at ten times the annual assessment payable to Government in case of lands permanently settled, and eight times in case of lands temporarily assessed; while for lands which do not come under either head, the value is to be taken at twenty times the annual income derivable from the estate. According to the proposed enactment, the value of land permanently settled stands fast; that of land temporarily assessed is reduced from eight to five times the annual assessment; and, where no revenue is payable to Government, the land is to be valued at fifteen times its annual income instead of twenty times as now. There can be no question that this is an appreciable advantage over the present state of things; but we seriously doubt whether, in the last case at all events, the reduction is by any means such as it ought to be. If by annual income we are to understand the net profits after deducting expenses, such as landlord's share and perquisites, and up-keep, the case would not be quite so bad as we fear; but we apprehend that this annual income is generally taken to mean the gross yield of the land. If this be so, then it is clear that the principle of valuation is grossly inequitable. Even if annual income is to be taken to mean net income after deducting the landlord's share, the rule would still be inequitable as all the remainder is not clear income. Compare this principle with that proposed to be adopted in valuing annuities. Here the valuation of the suit is to be ten times the amount of the annuity; but then the annuity is all clear income; nothing is laid out by the holder of the annuity to realize the profit; whereas in the case of land, the cultivation expenses are heavy, and, with the rent payable to the landlord, must be deducted, before you can ascertain the income actually accruing to the holder of the land. Even in the case of annuities, we have stated our opinion that the valuation to be adopted is too heavy; how much worse must be the condition of landholders in Zemindari tracts, or those holding under middlemen, especially when we bear in mind the vicissitudes of seasons, and the uncertainty of crops.

In our last we ventured to call the atten-

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tion of the legislature to the absence of all provision for the establishment of easements and rights to incorporeal hereditaments, which has frequently led to confusion and mistakes of the most ludicrous character. We are glad to observe that the Select Committee have now provided for this crying want. They have suggested definite provisions for cases where heretofore it was simply impossible to value contested rights; and they have taken the opportunity to provide also for cases, where the relief sought is not of such a description as to make it equitable to take the full value of the subject-matter of litigation, for the purpose of calculating stamps, such as suits for ejectment by landlords against tenants, suits to recover possession in the summary manner prescribed by Section 15 of the Limitation Act, &c. These certainly are decided improvements which we dared scarcely to expect, considering the present state of legislative progress and legislative enlightenment. While on this subject we may remark that, considering even the present state of legislative progress and enlightenment, the legislature might have very appropriately reduced the stamp duty on appeals; for appeals most undoubtedly belong to that class of litigation in which it is unjust and harsh to demand a fee on justice, considering that the object is to remedy the errors of the judge for whose maintenance the suitor has already paid in the institution fee on his original suit. Of course, we except those appeals which are merely litigious, in which, in order to meet the ends of justice, we proposed that the Appellate Court should have the power to fine the vexatious litigant. It is deplorable, indeed, to find that the cupidity of the legislature has obstinately blinded its eyes to this most righteous demand, and that it has closed its ear to all the loud remonstrances addressed to it from the most experienced lawyers and the highest dignitaries on the bench.

It now remains for us to consider what additional burdens are cast on the people by the intended enactment. And on this point, we have nothing to say against the enhancement of fees in cases of letters of administration, certificates to collect the assets of deceased persons, (ordinarily called certificates of heirship,) and such like. We certainly do not quarrel with provisions dealing with contingencies of this nature; on the contrary, we heartily commend the policy of the legislature in introducing taxation where it cannot surely be felt as any burden, for no man will grudge to pay a moderate fee to the State upon any clear gain which the State secures to him. This is only a kind of succession tax, quite distinct from any tax on justice, and is, therefore, a contribution from the subject forming a legitimate source of revenue to the State. Among the burdens cast on suitors by the present legislation, that which we consider to be most open to serious objection, is the abandonment of the principle of refund, except in cases of remand and applications for review. Whenever a suit is compromised or withdrawn at a certain stage, the practice now is to refund the stamp duty paid in the first instance. This practice is hereafter to cease. The argument on which the abandonment of the principle is based is, we think, scarcely worth the paper on which it is written; and it is truly wondrous to note with what perfect unanimity, or without one word of objection, this innovation of a bad type has been allowed to creep in. The reason—yes, actually the reason—of this stroke of policy is to be found in what is stated by the honorable mover of the Bill when he says that the suitor that withdraws gains as much by the withdrawal of the suit, as if it had proceeded to a decision! A more fallacious and really absurd piece of reasoning we cannot con-

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ceive. The causes of withdrawal may be multifarious. It may be that the parties, considering the circumstances of the defendant, elect to enter into an agreement which cannot properly be made a decree of Court; or it may be that any decree of Court is considered likely to be simply ruinous to the defendant without the least possible benefit to the plaintiff. Under any circumstances it is scarcely possible, or probable, that the plaintiff gets every pie that is due to him in all, or even one per cent of, the cases of razinamah or withdrawal. The result, then, is that the plaintiff must lose a good deal of what he has a right to get, or he must prosecute the defendant and take his chance in Court. We cannot describe all the mischievous effects of this part of the legislation under consideration; but they may be easily conceived on the smallest reflection. It is not our object to weary our readers with any further observations on the Bill. We are free to confess that our senators have certainly succeeded, to some extent, in working theoretical principles into a system, however bad and reprehensible those principles be. They have succeeded in creating in every case a preliminary strife between the intending plaintiff and the Government in respect to stamp duty payable to the State, and have armed the judge with powers of final determination, except in cases where the interests of Government would suffer, in which *cases alone* the Appellate Court has the power to revise—that is to say, when the lower Court may have levied too small a fee, the Appellate Court has the power to demand the difference; but where a mistake has been made in the opposite direction, the Appellate Court, in the interests of the State, has no power to refund the excess to the suitor!!! The legislature have thus, in their measure of wisdom, done their duty to the subject and to the State; and nothing remains for us but, oblivious of discontent, to reconcile ourselves to the outpourings of *legislation*, which a learned judge of the present day quaintly remarks is synonymous with *mischief* in this country.

THE JENMEE TENURES OF THE WESTERN COAST.

We are indebted to the *Indian Economist* for an explanation of the peculiar character of the tenure on which land is owned on the Western Coast. Unfortunately, the source to which we point presents us with but part of an able paper on the subject, by that talented indigenous statesman, Sir T. Madava Row, K.C.S.I., the Dewan, or Prime Minister, of the Maharajah of Travancore; and we have, therefore, thought it best to defer extracting the Dewan's memorandum into our columns until we are in a position to present it in its entirety to our readers. Meanwhile, it may be of interest to our readers to know what a *jenmum* and *jenmee* really mean. Any practitioner who has had to deal with appeals from the Western Coast must be familiar with these names and several others; but we dare venture to say that he will own himself to have been often puzzled with the complication of questions connected with holdings, which have passed through a variety of stages from the full proprietorship of a *jenmee* to the precarious tenure of a conditional *kanomdar*. Of course, Sir T. Madava Row confines his attention to the lands comprised within the Travancore Sirkar; but there is no doubt that the state of things which prevails in that territory prevails also in the adjoining lands of British Malabar. Before one involves himself in the mazes of sub-tenancy, it will be advantageous to know what are the elementary principles of land-owning on the Western Coast. The original land-owner is called a *jenmee*, and his estate is called his *jenmum*. As far as we are aware, we have no corresponding land-

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lord and estate in the Madras Presidency, with the exception of Malabar, answering to the description of a jenmee and his jenmum. The nearest approach is a *mirasdar;* but not only does great uncertainty prevail as to the exact title of a mirasdar; but as will appear, he differs in one great essential, which completely takes away from any resemblance to the Malayalum landlord. From what the Travancore Dewan tells us, the *jenmee* is the hereditary proprietor of the soil, paying no tax whatever to the Sovereign. If the mirasdar is what he professes himself to be, he may be the hereditary owner of the soil, but he does not escape the payment of assessment to the State for the land he enjoys. Herein is the distinction. The *jenmee* of the Malayalum country is an absolute freeholder, and possesses entire immunity from all taxation on account of his land. This state of things is attributed to an act of the great warrior Parasu Rama, who, our readers are doubtless aware, was the uncompromising champion of the Brahmins, and is said to have even exterminated the Chatryas (or king's caste) for an insult offered to the superior tribe. The whole of Karela Désum, in which Travancore is included, was conquered, it appears, by Parasu Rama, and by him allotted to a number of Brahmins as absolute owners. We have heard, however, of another tradition which attributes the creation itself of Malabar to the great power of Parasu Rama. This tradition states that the whole of the Western Coast was once submerged, and that Parasu Rama commanded the ocean to retire, and thus reclaimed Malabar towards the end of the Krita yuga; and that it is in commemoration of this mode of acquisition, that the giving of water to drink by the jenmee to his transferee is a necessary symbol of every such transfer. These Brahmin proprietors, who were the recipients of Parasu Rama's munificence, and who are known as Numboories, were not merely feudal lords, but actual territorial lords, each independent of the rest, and each independent as to his possession of the State, therein again differing from mirasdars, who hold in common. The Sirkar itself has no property in the soil, except in those lands or estates which have been acquired in the way of purchase, gift, or escheat; and in this respect, it becomes no more nor less than a *jenmee*, like any other jenmee holding original proprietorship. Thus, a jenmee in Malabar differs altogether from the landlords of the rest of the Madras Presidency, who, whether as Zemindars, Mutahdars, or ryots, hold entirely of the Government. As Sir T. Madava Row puts it, the title of the jenmee is *inherent;* and, as far as his jenmum lands are concerned, he is "a *little territorial sovereign*" by virtue of ownership. In other words, "jenmum lands are precisely what are, in Europe, called allodial properties, as contradistinguished from feudal." We all know what feudal means. Notwithstanding its immediate Teutonic derivation, it evidently comes from the Latin word *fidelitas*, signifying obligation or fealty to a superior. Thus a fief, or feudal tenure, was the right of a tenant to hold lands or hereditaments in trust for his lord, the tenant using and taking the profits of the land hereditarily, and rendering in return certain services to his lord; the property of the soil, however, always remaining in the lord or superior. On the other hand, allodial land was that which was held independently of a lord paramount; an *allodium* being a freehold estate which was the absolute property of the owner, subject to no rent, service, or acknowledgment of a superior. It is said that in England there is no allodial land, all land being held of the Crown, while in America property is mostly allodial; and this would appear to be the case in the Malayalum country from the circumstance of its original partition among, and free bestowal on, the Numboory

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Brahmins by the conqueror Parasu Rama.

This would undoubtedly appear to be the theory of original ownership of the soil on the Western Coast; but we doubt whether practically it exists in the present day within that part of the Malayalum country which has fallen to the British Government. We cannot think that the paw of the lion has not been laid on the Malabar landlords, and that one way or another all land in that province has not been made to contribute its quota to the great Land Revenue of the country. Let us, however, confine ourselves to the Western Coast theory of landed rights, which Sir T. Madava Row assures us is strictly respected in practice within the limits of the Travancore Sirkar; for he distinctly states that there the jenmum lands, "so long as they continue in possession of the jenmee, *are free of all taxation*," and that the exemption continues in full force to the present day. The Sirkar itself is but a jenmee, as respects those lands which it has acquired by escheat, or otherwise; and, as respects other lands belonging to private jenmies, it has no more right over them than one jenmee has over any land which is not his jenmum. The theory, then, in Malabar and the practice in Travancore are, if a man wants land, he must obtain it from, and hold it under, some jenmee. Except in the case of waste lands, we presume that but very little land is now at the disposal of the jenmies, all cultivable land having passed into the hands of the real landlords, while theoretically ownership still continues in the original proprietors. Indeed, the Travancore Dewan tells us that such is the case. He says, "In value and area such lands," *i. e.*, jenmum lands, "are of great importance, and they are held by thousands of individuals. The primary owners of such properties are mostly the Numboory Brahmins; but the lands are actually in possession of others in the character of tenants." Sir T. Madava Row proceeds to tell us that neither the Sirkar nor the private jenmies are able to cultivate their lands themselves; so that, with the exception of the small portions retained under direct management, the great bulk of the lands is necessarily transferred to others who undertake the management of it for the direct profit to be got out of it for themselves; and these again sub-let the lands to under-tenants in different degrees, until the practitioner not versed in the mysteries of West Coast tenant rights is bewildered with the various demises in the shape of kánom, and pátom, and otti, with which he has to contend. We understand that these inferior tenures, although conveying no more than mere temporary possession, are by no means simple in their character, but unite in almost every case the consideration of mortgage and rent; and that this is attributable to the jealousy with which landed interests are regarded in Malabar, the successive stages of transfer being carefully watched, in order that the allodial right, which is the last parted with, may not be endangered; so sacred and inviolate is it considered. The very word *jenm* means life, or generation; and we have read that nothing is considered more disgraceful than to dispose of jenm rights, even after the essential advantages of the estate are gone, and nothing remains but a nominal superiority and a very remote chance of redemption. We do not intend, however, to go beyond our depth, and endeavour to dive into the mysteries of the various kinds of *kanom patoms* and *otti kanoms*, and the numerous formulæ and symbols by which such transfers are attended; but we shall confine our attention to the principal transfers that take place between landlord and tenant, with which alone that portion of the Dewan's paper before us deals. It appears to have been a well-understood principle until very recently that the tenant of a jenmee could not be

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evicted, so long as, we presume, there was no failure on the part of the latter to fulfil his portion of his contract. Contrasting their position in this respect with the ordinary landlords of British India, the Travancore jenmies got up an agitation to secure the right of eviction, and were even favoured by the Courts in consequence of an imperfect appreciation of a well-established and recognized usage. It was to put down this agitation that the Dewan issued a proclamation, and, in view to a final settlement of the vexed question, that he drew up the Memorandum forming the subject of this notice. His paper deals with three classes of individuals—first, the jenmee; secondly, his immediate transferee; and thirdly, the under-tenant. These he symbolizes by the letters A, B, and C. The transfer of land from A (the jenmee) to B (the tenant) is either by a lease, pure and simple; or it is a transfer for a consideration, equal to, or less than, the value of the land. It is the latter description of transfer that is dealt with, known in Malabar language as a *kana-pátom.* The transfer on simple lease presents no difficulty, because the stipulation is that A resumes the land on the termination of the lease. But when A transfers land to B on a kana-pátom, it opens up the question, has A a right to resume on restoring the consideration? As properly pointed out by Sir T. Madava Row, if A transfers to B for a consideration fully equal to the value of the land, and if such transfer partakes of the character of an absolute sale, then certainly A can have no right to resume. But there are transfers which are not of this definite example, and where the consideration is but part of the value of the land; and the question naturally arises why should not the original proprietor be in a position to resume his land, on returning the consideration-money to his tenant? The sound and safe principle upon which the solution of the important question depends is pronounced by the Dewan to be of a two-fold character—first, the *custom* of the country; and secondly, *utility.* How far the element of utility may be appropriately brought to bear on the settlement of such questions we are at a loss to determine; but we entirely agree that the custom of the country is a most important element of consideration in determining a dispute of this kind, though it cannot be the only element necessary for its determination. We are entirely at issue with Sir T. Madava Row, however, as to the power or tribunal that is to determine such questions. He would leave all differences between the classes of tenants represented by B and C to be settled by the ordinary courts of law, but he would reserve every question arising between A and B, the jenmee and his immediate tenant, for the adjudication of the Sirkar. On what principle of government this politician bases this contention we cannot see, especially when he sets out with the fundamental principle that the Sirkar is itself but a jenmee like any other jenmee, and has no power over jenmums that are not its own. Even where lands are held of the State, the State may indeed declare the conditions upon which the grant has been conferred; but it will have no right to adjudicate upon the legal relations that may afterwards grow out of the grant. The right to resume is a legal right, depending entirely upon the nature and construction of the covenant which may have passed between the proprietor and his tenant, and its legal incidents; and it would be an interference with the action of the Courts for the Government to usurp the functions of the Judge and say it is right for the jenmee to resume, or absolutely to surrender his rights to his kanomdar. To say whether a proprietor has parted with all his rights of property, or still retains the power of redeeming his land—to construe a covenant reciting the consideration and stipulating the conditions on which the transfer has been made and is to endure.

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—are the proper duties of a Judge appointed by the State to administer right and justice between its subjects. It may be that the doctrine of jenm right is efféte; that, by efflux of time, a jenmum is but a tradition of the past; and that any recognition of a myth can only be embarrassing to good government; then, if such be the case, score out the fable with the pen of legislation, and consign the romance of original ownership to the depths of that ocean out of which the deified Parasu Rama is said to have conjured it. But so long as the theory of jenmee right exists and is recognized—and that it exists and is scrupulously respected in Travancore at all events we are assured is the case by the Malayalum diplomatist—then let the ordinary tribunals of law exercise their proper functions and determine the legal rights existing between a jenmee and his kanomdar, as each case may present itself for examination and settlement. It is better for the security of the subject that legal rights between parties should be publicly investigated and adjudicated on by an agency, whose proceedings are conducted in public and are open to the public, than that private rights should be disposed of in the bureau of a Prime Minister or a Secretary, whose acts are not known to the outside world, and cannot be conveniently subjected, therefore, to the ordeal of public criticism.

RAISING THE PRICE OF SALT.

Just before going to press, we received a packet of papers kindly placed at our disposal by the Revenue Secretary to Government, on the subject of raising the salt duty of Madras. The papers came too late to hand to enable us to make use of them in this impression; but we hope to give our readers the benefit of the discussion when we next make our appearance.

CORRESPONDENCE.

PRINCIPAL SUDR AMEENS.

To the Editor of the Madras Revenue Register.

Sir,

At page 428 of Sloan's *Judicial and Land Revenue Code* the following passages will be found under Regulation VII of 1827:—

"14.—Principal Sudr Ameens possess the power of suspending Vakeels and Ministerial subordinates, without reference to the Civil and Session Judge, subject, of course, to an appeal to that authority.—C. O. S. U., 9th October 1843, No. 82, F."

"15.—A Principal Sudr Ameen should on no occasion entertain, suspend, or dismiss any Ministerial Officer without the previous sanction of the Zillah Judge.—*Ib.*, 10th December 1846, No. 107, B."

To this latter is appended a long note, a remonstrance, in fact, against "its tendency to deprive a Principal Sudr Ameen of the efficient control of his establishment, while he is liable to be held responsible for the neglect of his subordinates (which was the effect produced in one instance, wherein a blind, imbecile, worn-out, old man was retained in office, notwithstanding a medical certificate recommending him to be superannuated." Mr. Sloan directed attention to this order "in the hope that the inadvertence" of its publication in the shape of a circular in the collection of Orders published in 1856, whereas it comprises the substance of a letter only to two offending Judges who had abused their powers, "may be remedied in any fresh collection which may be published."

In this hope he is doomed to disappointment; for, in the "Rules, Rulings, and Decisions" of the High Court at Madras on matters of practice and procedure, he will find his old friend at page 41 a little toned-down and mellowed by age and silent as to Vakeels. Instead of "Principal Sudr Ameens should on no occasion, &c.," it is "Principal Sudr Ameens are not, &c.," and "without the previous *sanction* of the Zillah Judge" is re-placed by "without previous *intimation* to the Civil Judge." Now, my business with these passages is to point out an anomaly and absurdity which the enforcement of this order might bring about if Vakeels are included. For instance, A, a Judge of a Court of Small Causes, also exercising the powers of a Principal Sudr Ameen, might suspend B, a Vakeel of his Court practising on both its sides, and "intimate" that he had done so to the Civil Judge; or B might appeal. In either case, the Civil Judge, being a wrong-headed nasty sort of fellow, who would not see with A's spectacles, or who as a matter, as he might con-

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ceive, of simple justice to B, could not concur with A, it would come to pass by the reversal of A's order that B, debarred from appearance in the Court of Small Causes on its Summary Side, would be free to strut into A's Court and appear for his clients on the Principal Sudr Ameen's side of it. Because, though the Civil Judge might reverse the order of suspension as against B, a Pleader in the Court of the Principal Sudr Ameen, his disposal of the appeal would in no way affect the right of A to exclude B as a Pleader on the Summary Side of his Court. What is required, in my humble opinion, is that the set of Pleaders in the Principal Sudr Ameens' Courts and Small Cause Courts, where the Judge is also a Principal Sudr Ameen, should be wholly confined to such Courts on both sides, and that there should be no appeal to the Civil Judge in the case of the suspension or dismissal of a Vakeel or Ministerial servant, except, through the Judge, to Government. The practice of confining Pleaders to the Courts of first instance, which would thus be established, would be a great boon to litigants. Hundreds of appeals are made at the instigation of Vakeels, solely practising in the Courts of the Principal Sudr Ameens and the Civil Judges, entirely for the purpose of getting additional fees in the Appellate Court with the full knowledge that their clients' cause is hopeless. If an appeal is unavoidable, as it may be in comparatively few cases, then it will be a gain to the client that it should be in fresh hands. If the Court of first instance be the Civil Court, the Regular Appeal to the High Court necessarily passes into the hands of a Pleader of that Court, and, I believe, with equal advantage to the winning and to the losing side in the protection of its interests. Were Barristers and Pleaders in Madras less exorbitant in their demands than they are at present, the calls for their services from the Appellate Courts in the Mofussil would be much more frequent than hitherto, and cases that have been muddled and mismanaged in the Munsiffs' Courts would have a fairer chance of being equitably as well as more scientifically disposed of by our Civil Judges and Principal Sudr Ameens.

I remain, Sir,
Yours faithfully,
REFORMER.

HIGH COURT—MADRAS.

(Appellate Side.)

SCOTLAND, C. J., AND CARMICHAEL, J.

Melvaram—Mirásvaram—Interest.

In a suit by the Inamdar who was also a mirasdar against a paracudy for recovery of melvaram and mirásvaram due by him—

HELD *that the plaintiff was entitled to interest on the value of melvaram only, and not on the mirásvaram.*

Rulings of the Sudr Court dated 6th February and 22nd August 1832, *and S. A. No.* 663 *of* 1861, *followed.*

S. A. No. 73 *of* 1869.

Nyanasummunda Pandara Sannadi *v.* Ramalingam Pillai.

THE plaintiff sued to recover Rupees 3,000, being the balance of the value of grain due on account of melvaram and mirásvaram since Fusly 1268, including interest by the defendant who holds three valies, &c., of land as paracudy in the village of Thottumaniem, which belongs to the Sattanundasamy Pagoda in Sheally Taluk. The defendants contended that the action relating to the produce of upwards of three years previous to the date of it was not sustainable, being barred by Clause 8, Section 1, Act XIV of 1859, that the claim was excessive, and that no interest was legally due upon the amount of produce. The Principal Sudr Ameen of Tranquebar decreed for plaintiff Rupees 336, the value of grain allowable for three years with interest at 12 per cent. He was of opinion that the suit was one for which interest was payable under Section 2, Act XXVIII of 1855. The defendants appealed, and the Civil Judge confirmed the decree of the Principal Sudr Ameen. The defendants presented a special appeal on five grounds, four of which were on the construction of certain documents filed in the suit. The High Court delivered the following

Judgment:—27th January 1870.

There were five grounds of special appeal; but, reserving consideration of the third, we held the others to be untenable. "The third "ground is, plaintiff is not entitled to interest "as there was no stipulation for the payment "thereof." The question is whether it is a case in which interest was payable by law when Act XXXII of 1839 was passed. Plaintiff, besides being the inamdar of the village, *i. e.*, the assignee of the melvaram, is also the mirasdar. As inamdar plaintiff pays a quit-rent to the Government; his tenure is, therefore, under the rulings of the late Sudr Court marginally noted, one to which the old Recovery Act (Regulation XXVII of 1802) was applicable, and he is, therefore, *qua* inamdar, certainly entitled to interest by the old Regulation, which was in force until repealed by Madras Act VIII of 1865 and consequently at the time this suit was brought. But as a mirasdar has been held in Special Appeal No. 663 of 1861 not to be such a proprietor of land as the old Rent Recovery Act contemplated, it was argued that plaintiff should be allowed interest only on the value of the mel-

6th February and 22nd August 1832.

varam that has been awarded to him, and not on the mirásvaram decreed to him. For the purposes of the present question we think we must treat these decisions as binding authorities, and, governed by them, we hold that plaintiff is entitled to interest only on the value of the melvaram awarded to him, and we disallow it on the mirásvaram. The decree of the Principal Sudr Ameen must be modified accordingly, and defendant must pay the costs proportionate to the amount decreed to the plaintiff. As it has been found impossible to ascertain the proportionate amounts decreed as melvaram and mirásvaram, we think it may fairly be assumed that half the amount decreed by the lower Courts is melvaram and half mirásvaram, and we shall modify the decree by directing the interest to be reduced from twelve to six per cent. and the costs to be calculated on half the sum decreed in all the Courts.

SCOTLAND, C. J., AND COLLETT, J.

Regulation IV of 1831—*Jurisdiction—Effect of leave by Government to bring a suit—Attachment of a shrotriem by Government—Adverse possession—Limitation.*

Where A sued to recover possession of a moiety of a shrotriem kept under attachment by Government from 1831 *to* 1855, *and then made it over to B, and for the restoration of which A presented petitions to Government without obtaining any redress but by being referred to a civil suit in* 1863—

HELD, *reversing the decision of the Civil Judge, that although the decision of Government in* 1855 *was one of a Court of competent jurisdiction which a Civil Court could not question, the grant of leave to go to law left the matter still open.*

HELD *also that the attachment and possession by Government from* 1831 *was such adverse possession as allowed the running of the Statute, and that the suit was barred.*

R. A. No. 89 *of* 1868.

Lakshmi Ummal and three others *v.* Mungapathy Naick and four others.

THIS was an appeal to the High Court of Madras from the Civil Court of Chingleput in Original Suit No. 10 of 1865. The suit was brought in *formâ pauperis* by two direct descendants of the original grantee for the recovery of half of the shrotriem villages of Madipakum and Kottipakum, granted by Government in lieu of kovil fees, on the abolition of the watching system in 1785.

Srinivassa Charriar for Appellants, and Sunjiva Row for Respondents.

The facts of the case will fully appear from the following

Judgment :—5th January 1870.

The plaintiffs have brought this suit to recover possession of a moiety of two shrotriem villages which were transferred by the Government to the first, third, and fourth defendants in 1855 and have since been in their possession and enjoyment, and the mesne profits thereof from Fusly 1241 to Fusly 1272; and also to establish their claim to a moiety of the mirassi rights in the said villages, and of the income received in respect of such rights during the same period of time. The grounds on which they rest their title are that the villages were granted in 1785 to their grandfather Mungapathy Naick and one Tirumalai Naick in equal portions. That in 1798 Mungapathy admitted his cousin Ramachendra Naick to the management of the villages for the benefit of the family and took an agreement from him to that effect. That Ramachendra, as the managing member of the family, in 1802, obtained a parvana of the moiety of the villages in his name and the registry of the same, and, after the death of Mungapathy, continued to be the sole managing member of the family, and protected the plaintiffs' father and their two uncles, who were minors at the death of Mungapathy. That, on the death of Ramachendra, the plaintiffs' father became the managing member and enjoyed the income from the said villages, and during his enjoyment the Collector, on the application of Ramasawmy, the son of Ramachendra, made an order, dated 30th October 1819, enforcing compliance with the terms of the arrangement entered into in 1798. That, after the death of Ramasawmy and the plaintiffs' father, Papamal, the mother of Ramasawmy, held and enjoyed the moiety of the villages, protecting the plaintiffs, who were minors; and on her death in 1831 the Government attached the villages and held them until 1855, and then, contrary to the terms of the parvana and the Hindu law, restored them to the first, third, and fourth defendants, the daughters and grandson by another daughter of Ramachendra; and that, after repeated complaints by the plaintiffs of the illegality of such restoration, they were on the 11th March 1853 referred by the Government to a civil suit.

The defendants 1 to 4 who alone defended the suit, by their written statement, denied the title of the plaintiffs as alleged, and pleaded the bar of the suit by the Act of limitation, and set forth that Muttu Murti Naick, the father of the said Ramachendra, was the owner of the moiety in question long before, and until, the Government attached the villages in 1831, and after his death it was granted by sannads and a parvana of the Government, dated the 7th July and 30th August 1802, to Ramachendra and his descendants, and the other moiety to Tirumalai Naick. That Ramachendra died in 1819 in the enjoyment of the moiety, and was succeeded by his son Ramasawmy, who obtained the registry of the same in his name, and died issueless and unmarried in 1824. That after the attachment by the Government on the death of Papamal, petitions were presented to the Government stating the claims of the

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daughters of Ramachendra by Papamal, which led to the order of the Government restoring the moiety to the first, third, and fourth defendants, together with the amount of the profits derived therefrom from the date of the attachment.

The recorded issues appear to have raised all the points in dispute between the parties, and the Civil Court deciding thereupon in favour of the plaintiffs' title as alleged, has decreed to them as the lineal male heirs of the original shrotriemdar, Mungapathy, possession of the moiety of the shrotriem right in the villages and payment of Rupees 5,100 on account of the mesne profits from 1855. But, on the issue raising the question of the bar of the suit under the Act of limitation, the Court has found in favour of the defendants with respect to so much of the plaintiffs' claim as relates to a moiety of the mirassi rights of the villages, and the suit so far has been dismissed.

The defendants 1 to 4 have appealed on the grounds substantially that the Act of limitation afforded a complete bar to the suit, and, if not, that the plaintiffs had failed to establish their right as heirs to the half shrotriem right in dispute. As the case does not admit of a decision on the first ground of objection without a full consideration of the evidence relating to the question of title, we will deal with this question first, and the point on which it appears to us to turn is the legal effect of the parvana granted in 1802 and relied upon by both sides. Was it, as the plaintiffs allege, made to Ramachendra as the manager of the family acting temporarily under the kararnamah (Exhibit K) entered into with the plaintiffs' grandfather Mungapathy, or did it vest in him an absolute estate of inheritance in the moiety of the villages as the defendants contend?

The genuineness of the kararnamah (Exhibit K) has not been denied, and we agree with the Civil Judge that this and the documents marked A, C, and F are sufficient to show that prior to 1802 Mungapathy was the recognized shrotriemdar in the enjoyment and management of the moiety of the villages, and that Ramachendra first obtained the position of joint manager under the kararnamah, (Exhibit K). But we do not concur in the opinion of the Civil Judge that the parvana was made in the name of Ramachendra merely because he was temporarily acting as manager under the kararnamah, and that it gave him personally no estate in the moiety of the villages. In terms the parvana is an express hereditary grant of the villages on shrotriem tenure, and it may fairly be inferred from the evidence that it was made to Ramachendra as the then rightful heir. The genealogical tree put in evidence by the plaintiffs shows that Ramachendra was, as the defendants have represented, the eldest son of Muttu Murti, the son of the elder brother of the plaintiffs' great-grandfather. He was, therefore, the lineal heir of the senior branch of the family, and it is a perfectly admissible probability that the proprietary right on the moiety had been vested in Muttu Murti, and that the plaintiffs' grandfather had the enjoyment as manager on behalf of Ramachendra. The succession to the moiety, too, like the succession to the mirassi rights, appears to have been in accordance with the express limitation to Ramachendra contained in the parvana.

We must, therefore, give effect to the parvana and hold that an estate of inheritance in the moiety of the villages was vested in Ramachendra and passed by descent to his son Ramasawmy, and consequently that the next heir of Ramasawmy was entitled to succeed to the moiety on the death of his mother Papamal in 1831, when the villages were attached by the Government.

This conclusion reduces the question of title to the point involved in the fourth issue—whether the plaintiffs were the next heirs of Ramasawmy at the death of Papamal, and in deciding it we must be governed by the general law of succession. We say this because the Civil Judge seems to have rested his judgment in some degree on the existence of a special custom regulating succession in the family, of which there is really no evidence in the record. The genealogical tree put in evidence by the plaintiffs has not been seriously disputed on the part of the defendants, and we see no reason to doubt that it represents correctly the state of the family. The plaintiffs, then, are shown to be the collateral paternal kindred of Ramasawmy in the eighth degree, they and he being great-great-grandsons of their common ancestor Vangalapa Naicker, and the defendants are the sisters and the son of a sister of Ramasawmy. Now, there is no doubt that by the rule of law which governs the order of succession to the heritable property of a deceased person in this part of India, such collateral kindred inherit to the exclusion of sisters and the children of sisters. Consequently, the plaintiffs were at Papamal's death the heirs of Ramasawmy preferably to either of the defendants. But as the case is now presented to us we cannot pronounce them to have been, or to be, his nearest heirs. The genealogical tree shows that Ramasawmy had collateral kindred of two degrees nearer relationship, namely, the two grandsons in the male line and his paternal grand-uncle Bangaru, and all that we find stated about them is the remark "not present" which appears under their names. In the absence of evidence as to their deaths we cannot give a decision on the point of heirship.

But assuming the plaintiffs to be the nearest heirs, it has been contended on behalf of the appellant that the suit is not

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maintainable because the decision of the Government in 1858, under which the estate and the mesne profits were restored to the first, third, and fourth defendants, was a conclusive adjudication against the plaintiffs as to the right to the property under Regulation IV. of 1831, Section 2, Clause 2; but the objection is not, we think, valid. The grant of the villages appears no doubt to be one of those to which the Regulation applies, for it is the case on both sides, and the parvana of 1802 in terms stated that the villages were granted as compensation in lieu of the income enjoyed for services in the discharge of Police duties, when the old system of Police under Poligars and Canulgars was abolished and the income resumed by the Government; and the effect of Clause 2, Section 2, is clearly to vest in the Government the exclusive jurisdiction to decide all claims of right relating to such grants as they thought fit. It is proved, too, by the Proceedings of the Government of the 15th December 1854, and the 16th of April and 24th September 1855, which have been called for by the Court, that the decision of the Government in favour of the appellants was come to with reference to the claim of the plaintiffs, and that an express decision was subsequently given upon such claim declaring that the Government considered it to be inadmissible, and rejecting it.

Had the objection rested here it must have been upheld, but the further fact (evidenced by the Government order of the 11th March 1863, Exhibit G) that the Government granted the plaintiffs permission to sue for the recovery from the defendants of the villages in question, seems to us to have relieved the plaintiffs from the conclusive operation of the adverse decision of the Government. The jurisdiction of the Civil Courts to entertain a suit to enforce a claim within the Regulation is not taken away by Clause 1 of Section 2, but merely made conditional upon an order of the Government referring the claimant to a civil suit for redress, and there is nothing in the second clause to prohibit such a reference after an adverse decision on the claim had been passed by the Government. We think that the effect of the Government order was to do away with the binding force of their decision and empower the Court to determine the question of right raised by the plaintiff, and consequently that the objection is untenable.

It remains to consider whether the suit was barred by the Act of limitation. It was instituted within twelve years from 1855, the year of the restoration of the moiety of the villages by the Government to the defendants, and the point to be considered is whether the clause of action alleged in the plaint is shown to have accrued to the plaintiffs or either of the persons through whom he claims title before 1855. It is clear from the statement in the plaint that at the date of the parvana the death of the plaintiffs' ancestor Mungapathy had taken place and Ramachendra was in sole possession and management of the moiety, and nothing appears in evidence to rebut the presumption that he and his son and widow who succeeded him continued to hold exclusive management in right of the estate granted by the parvana. The plaint loosely alleges that the plaintiffs' father managed and realized the income from the villages after Ramachendra's death, which occurred, as appears from the Government Proceedings, in 1817. But the only evidence relating to the management after that event is that contained in the documents marked B and C referred to in the plaint, and they tend to prove that Ramasawmy as heir continued to hold the possession and management of the estate. Whether he excluded the plaintiffs' father from any share in the benefits of the estate before the date of the order (C) is a point as to which we cannot safely form a conclusion, and sufficient does not appear to show any act subsequently done during the life of either Ramasawmy or Papamal amounting to a recognition of the right of the plaintiffs' father or themselves to share the benefits of the estate.

Thus, while the evidence proves the sole possession and management of the estate by Ramasawmy, it is inconclusive as to such possession and management having been non-adverse and consequently to negative that the cause of action arose in the life-time of the plaintiffs' father, and, if it once arose, the period of limitation continued to run, notwithstanding the plaintiffs may have been minors at the death of their father, and the suit was barrd. But supposing the possession not to have been adverse to the plaintiffs' father, and it had even appeared, as the plaintiffs have alleged, that their father held the management, and that Papamal kept possession for only a short time by fraud while the plaintiffs were minors, and not (as appears from the Government Proceedings she did) from the death of her son in 1823 until her death in 1831, the bar we think is established. The Government Proceedings show that the villages were taken possession of by the Collector in 1835 as having reverted to the Government by right of escheat because of the presumed failure of heirs entitled to succeed, and were thenceforward held as the absolute property of the Government until it was decided in 1855 that they should be restored to the defendants. This possession on the part of the Government cannot be considered otherwise than as adverse to the plaintiffs, and it is not, we think, less available as a bar under Clause 12, Section 1 of the Act of limitation, because the defendants do not derive their right to the estate from the Government. The section expressly prohibits a suit of this nature being maintained unless it is instituted within the period of twelve years from the time the cause of action arose and here the alleged right and wrongful posses-

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sion constituting a cause of action for the recovery of the land existed from the time that the Government took possession.

Our decision on the question of the bar of the suit renders it unnecessary to give the plaintiffs an opportunity of supplying the evidence required for the determination of the point of heirship. The result is that the decree of the lower Court must be reversed and the suit dismissed. The costs of the appellants in this Court must be paid by the respondents.

HIGH COURT—CALCUTTA.

MACPHERSON AND JACKSON, E., J. J.

Damanulla Sirkar and others (plaintiffs) *v.* Mamudi Nashio and others (defendants.)*

Act X of 1858, *Sections* 6 *and* 7—*Right of occupancy —Leases for fixed terms.*

There is nothing in the mere fact of a tenant having been in possession for over twelve years under a series of pattas, each for a fixed term, which gives him a right of occupancy.

Mr. *M. L. Sandyal* for appellants.

Baboo *Girish Chandra Ghose* for respondents.

The facts are set out in the judgment.

MACPHERSON, J.—In this case the plaintiffs sue to be restored to possession on the ground that they have a right of occupancy. The case made by the plaint is that one Hanif Mohammed Sirkar had two consecutive leases of the property (at different rents) extending from 1259 to 1271 (1852-53 to 1864-65); that, although the leases were in the name of Hanif, the other plaintiffs were jointly with him interested in them; and that, on the expiry of the last of the two leases in 1271 (1864-65), they held on for some little time longer until Chaitra 1272 (March and April 1866), when they were turned out by the defendants.

The first Court has dismissed the suit, one of the grounds for such dismissal being that, on the face of the plaint, no such title by right of occupancy is shown as would entitle the plaintiffs to a decree.

The decision of the first Court was confirmed by the Judge on appeal; but the Judge does not accurately state, and does not decide this point as to whether the plaintiffs had or had not acquired a right of occupancy as alleged by them. In special appeal it is contended amongst other grounds that the case may be remanded in order that the plaintiffs' title, *i. e.*, their right of occupancy, may be inquired into; and it is urged that, supposing the plaintiffs to have held the land as alleged by them, that is to say, from 1259 to 1271 (1852-53 to 1864-65) under the two consecutive leases, and subsequently to have held over for some months, they have been in actual possession for more than twelve years, and, therefore, they have acquired a right of occupancy. The appellants' pleader relies on the language of Sections 6 and 7 of Act X of 1859 as expressly bearing out his contention.

It appears to me that on the face of the plaint the suit was properly dismissed because there is nothing in the mere fact of a tenant having been in possession for twelve years under a series of pattas, each for a fixed term only, which gives him a right of occupancy under Act X of 1859, especially in a case like the present, where the commencement of the tenancy is so recent, dating (as it does) no further back than 1259.

On behalf of the appellants a case has been referred to—*Haran Chunder Paul* v. *Mookta Soonduree*;* but that case decides nothing more than that the particular putta then before the Court (the terms of which are not given), and the holding under it by the plaintiff in that suit and his father, or both of them, might possibly have created a right of occupancy in the plaintiff (in that suit). So far as that case goes, I perfectly concur in what is laid down there, admitting, as I do, that, if the circumstances now before us were other than those set forth in the plaint, the plaintiff might very possibly have a right of occupancy, although he had held under leases for fixed terms. Another case, *Roy Odyte Narain Singh* v. *Ubhurun Roy*† was referred to for the appellants; but in my opinion it makes more against the appellants than for them, though no doubt there are certain words in the judgment in that case which when read by themselves favour the view taken by the appellants.

On the other hand there are other cases reported: *Sadhoo Jha* v. *Bhupwan Oopodhyia*;‡ *Kebul Muhtoon* v. *Sheikh Sunnoo*;§ and *Puddo Monee Dossia* v. *Jholla Pally*,|| in which it has been expressly held that a ryot who holds for more than twelve years under a potta or pottas granted for a fixed term or fixed terms of years does not acquire a right of occupancy by reason merely of his having held the land under his lease or leases for more than twelve years.

The plaintiffs' title in this case being solely under two leases having fixed terms, and the plaintiffs never having been in possession until they got the first lease in 1259, there is nothing in the plaint which leads to the legal conclusion that they have, or can have, a right of occupancy. On this ground, therefore, I think that the first Court was right in dismissing the plaintiffs' suit; and on that ground I would also dismiss this appeal with costs.

JACKSON, J.—I also think that the appeal should be dismissed on the same ground as that which Mr. Justice Macpherson has just now stated. It is clear to me on the face of the plaint that the plaintiffs have no right of occupancy. They have held the land in dispute apparently for about twelve years under two terminable leases, and they have been dispossessed from the land in the year after those leases expired.

* Special Appeal, No. 2,805, of 1868, from a decree of the Officiating Judge of Dinagepore, dated the 16th June 1869, affirming a decree of the Principal Sudr Ameen of that district, dated the 25th April 1868.

* 10 W. R., 113.
† 4 W. R., Act X, Rul. 1.
‡ 5 W. R., Act X, Rul. 17.
§ 5 W. R., Act X, Rul. 80.
|| 7 W. R., 283.

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I am of opinion that in this case the provisions of Section 7 of Act X of 1859 would apply, and that there was a sufficient express stipulation that the holding of the plaintiffs was to be for a certain fixed term only, and that the defendants had accordingly full right to remove them from that land at the close of that term.

This appeal must be dismissed with costs.—*Bengal Law Reports, Vol. III, Part XIV.*

JACKSON, L. S., AND MARKBY, J. J.

Musst. Umasundari Dasi (objector) *v.* Birbul Mandal and others (plaintiffs) and Ananto Sen and others (defendants.)*

Rent—Tenure—Act VIII of 1865, *Section* 16—*Act X of* 1859, *Section* 77—*Incumbrance.*

In a suit for arrears of rent the defendant set up in defence that the relation of landlord and tenant did not exist, as the tenure of the plaintiff's superior landlord had been sold for arrears of rent, and that under Section 16, *Act VIII of* 1865, *the plaintiff's tenure had lapsed, and that he had paid rent to the purchaser of the rights of the superior landlord. Under Section* 77, *Act X of* 1859, *the purchaser intervened.*

HELD *that the issue to be tried in the case was "the actual and bonâ fide receipt of rent by the intervenor up to the time of the suit."*

The meaning of the words "the receipt and enjoyment of the rent before and up to the time of the commencement of the suit" (Section 77, *Act X of* 1859) *explained.*

HELD *that the sale of a tenure under Section* 16,† *Act VIII of* 1865, *does not* ipso facto *annul all incumbrances, but certain incumbrances are recognized by this section to survive such sale.*

THE plaintiff, who is the holder of a dar-mokurrari of Khyrabad Chiranjora, sued the defendants for arrears of rent for the years 1273 (1866-67) and 1274 (1867-68.)

The defendants denied their liability to pay to the plaintiff the rent of 1274 (1867-68) on the ground that the relationship of landlord and tenant had ceased to exist between them by the sale of the rights of the mokurraridar, the lessor of the plaintiff, in Sraban 1274, and that the rent of this year had been paid to Umasundari Dasi who had purchased the same.

Umasundari intervened, and opposed the plaintiff's claim, on the ground that she had purchased the rights of the mokurraridar at a sale for arrears of rent, and had since been in possession thereof; that under Section 16, Act VIII of 1865, B. C., the tenure of the plaintiff had lapsed; and that, therefore, he had no right to recover the rent of 1274.

The Assistant Collector recorded the following issue, *viz.*, "whether or not the plaintiff's lease was annulled under Section 16, Act VIII of 1859, by the transfer of his lessor's rights," and passed the following judgment thereon, *viz.*, that "the plaintiff was directed to prove that he came within the exception named in the section, or that the lessor had the power to grant under-leases. He has proved neither," and ordered that the case be decreed for the rent of 1273 only, and that the plaintiff bear all costs.

On appeal the Judge held that the question which the lower Court should have determined was, whether the intervenor did actually and in good faith receive and enjoy the rent before and up to the time of the commencement of the suit.

It found the intervenor had adduced no evidence thereof, and accordingly passed a decree in favour of the plaintiff.

The intervenor appealed to the High Court.

Mr. *Money* (Baboo *Ambika Charan Banerjee* with him) for appellant.

Baboo *Upendra Chandra Bose* (Baboo *Khettra Mohan Mookerjee* with him) for respondent.

JACKSON, J.—It appears to me that neither of the two Courts, before whom this case has been tried has given a decision in which we can quite concur. That of the Assistant Collector, who tried the case originally, is manifestly and seriously wrong. The suit was brought by Birbul Maudal, who described himself as a dar-mokurraridar of the Mauza Khyrabad Chiranjora against Ananto Sen and others, who are ryots of that mauza, for some portion of the rent of the year 1273, and the full rent of 1274.

The defendants admitted that rent was due to the plaintiff for the year 1273, but they alleged that they were not liable to pay anything to the plaintiff for the year 1274, because the rights of the superior holder, the mokurraridar, having been sold under Act VIII of 1865, Bengal Council, in execution of a decree against that person, the rights of the plaintiff as dar-mokurraridar had been extinguished by operation of Section 16 of the Act just quoted, and they further allege that they had paid the rents for 1274 to Umasundari Dasi, who accordingly intervened in this suit under Section 77, Act X of 1859, and was made a party. After examining the plaintiff and the agent or goomastah of the intervenor, the Assistant Collector laid down the issue in these words, "the only issue between the intervenor and the "plaintiff is whether the plaintiff's mokurrari was "annulled or not under Section 16, Act VIII "of 1865, B. C. It is for him to show that he is "included in the exception, or that the grantor "of his mokurrari had the power under his title

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* Special Appeal, No. 3,066, of 1868, from a decree of the Judge of Beerbhoom, dated the 8th August 1868, reversing a decree of the Deputy Collector of that district, dated the 16th May 1868.

† *Section* 16, *Act VIII of* 1865.—"The purchaser of an under-tenure sold under this Act shall acquire it free of all incumbrances which may have occurred thereon by any act of any holder of the said under-tenure, his representatives, or assignees, unless the right of making such incumbrances shall have been expressly vested in the holder by the written engagement under which the under-tenure was created, or by the subsequent written authority of the person who created it, his representatives, or assignees. Provided that nothing herein contained shall be held to entitle the purchaser to eject *khoodkast* ryots or resident and hereditary cultivators nor to cancel *bond fide* engagements made with such class of ryots or cultivators aforesaid late incumbent of the under-tenure or his representatives except it be proved, in a regular suit to be brought by such purchaser for the adjustment of his rent, that a higher rent would have been demandable at the time such engagements were contracted by his predecessor. Nothing in this section shall be held to apply to the purchase of a tenure by the previous holder thereof, through whose default the tenure was brought to sale."

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"to create such an incumbrance:" and the view which the Assistant Collector took of the case is still further shown by a passage in his judgment in which I find these words, "the issue fixed in "the case was whether the plaintiff's lease was "annulled or not under Section 16, Act VIII of "1865, by the transfer of the lessor's rights, and "the plaintiff was directed to prove that he came "within the exception named in the section, or "that the lessor had the power to grant such "leases. He has proved neither." Now, the only evidence adduced by the parties under the issue framed was the allegation of the plaintiff himself, who on solemn affirmation filed his own potta. In this state of things, the Assistant Collector ordered that the case be decreed for 9 rupees, being the rent of 1273, and that the plaintiff was to pay all the costs. Why the plaintiff should have to pay the whole of the costs in these circumstances, does not appear; but that is of minor importance.

This case going before the Zillah Judge on appeal, he observed rightly enough that as between the plaintiff and the intervenor in this case the sole issue which the Assistant Collector had to try was the question of the actual receipt and enjoyment of the rent by such third person and as between these parties the suit ought to have been decided according to the result of that enquiry. The Judge then found that the intervenor had given no proof whatever of such receipt by her. He, therefore, reversed the decision of the Assistant Collector, and went on to give a decree for the plaintiff in full.

The party who we might have expected to come before us in appeal from this judgment is perhaps the defendants, because, while the intervenor at all events had a remedy by civil suit left to establish her right, and moreover alleges that she has already got the rent for 1274, it is rather difficult to see how she is injuriously affected by the decision, whereas the defendants find themselves in the position of persons having to pay over again to the plaintiff the rent which they say they have already paid to the intervenor. But the defendants neither appeared before the Zillah Judge nor before us. We have, therefore, to consider what, in the present state of things, is the order that we ought to make.

Clearly, the decision of the Assistant Collector was wrong, and I am not certain but that, in the default of the defendants to appear either in the lower Appellate Court or in this Court, we might hold that they had been rightly adjudged to pay. But seeing how entirely the case has miscarried in the Court of the Assistant Collector, and how unsatisfactory it would be to allow a final decision upon such imperfect materials to stand, I think it is our duty to remit this case in order to an entirely new trial, the proper issues being fixed between the parties.

I think this is the more necessary, because it seems to me, looking to the facts that have appeared, and to the efforts made by the intervenor to secure a decision in this case, that there is something more than appears upon the record. It would be very lamentable if parties in the position of the plaintiff in this case holding a dar-mokurrari (supposing that to have been granted for good consideration) should altogether lose their rights in consequence of proceedings on the part of the mokurraridar, which have, to say the least, a somewhat suspicious appearance.

I do not think it will be advisable that we should give any express directions whether the new trial should take place in the Court of the Judge or in that of the Assistant Collector; but, in whichever Court it takes place, the issues to be framed will be, in the first instance, between the plaintiff and the intervenor, whether the one or the other has, in the words of Section 77, "been in the actual "receipt and enjoyment of the rent before and up "to the time of the commencement of the suit;" and upon that issue it seems to me that the Court which tries it will have carefully to consider what is the meaning of "the receipt of rent before and "up to the time of the commencement of the "suit." Supposing that a plaintiff sues to recover rent for the year 1274 and commences his suit on the first day of the year 1275, and supposing also that the plaintiff should have been in unquestioned enjoyment of the rent down to the end of 1273, can it be supposed that the legislature intended that by an understanding between the defendant and a third party, by which the defendant should pay his rent to such third party just before the commencement of the suit, such third party should be at liberty to intervene and to be held to prove the previous receipt of rent up to the time of the commencement of the suit so as to put the plaintiff out of Court? It seems to me that, if that were the case, a very wide door for fraud would thereby be opened.

Now, in this case, the facts are very nearly such as I have supposed. The plaintiff had received rent down to the end of 1272, a great part of the rent of 1273; and the defendant did not deny his right to receive the balance of 1273, and the plaintiff accordingly obtained a decree for such balance. Can it be held that, supposing the fact to be proved that a payment shortly before the commencement of the suit, of the very rent in respect of which the suit is brought, to the intervenor, would constitute the previous *bonâ fide* enjoyment which the intervenor is required to prove under Section 77 before the plaintiff's suit can be dismissed? Without wishing to pronounce any final opinion upon the point, I am inclined at present to think it could not.

This, however, is the issue which will have to be tried between the plaintiff and the intervenor. If the intervenor fails to prove his receipt of rent within the true meaning of Section 77, he will be out of Court, and there will remain the issues to be tried between the plaintiff and the defendants, that is, whether the relation of landlord and tenant continues to exist between the plaintiff and the defendant, and whether, if so, the defendant has paid his rent. If he succeeds in these two issues, it is hard to see how the plaintiff is not entitled to a decree.

It is probable that upon these points various questions may arise. The defendant in this case and the intervenor, who manifestly has made common cause with him, claimed the operation of Section 16, Act VIII of 1865, B. C., and it appeared to be assumed on their side that under that section the purchaser not merely acquired the under-tenure which he purchased free of all incumbrances, but that he was entitled to consider all such incumbrances as *ipso facto* annulled, to ignore the holders of such under-tenures, and to proceed to recover rent from the ryots as if they had no existence. Now, it is quite clear that Section 16 recognizes the case of certain incumbrances which

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might survive, notwithstanding the sale of the superior tenant's rights. At first sight it does not appear to me how the purchaser can arrogate to himself the right of determining whether the incumbrances in question are of the excepted kind or not, and, if he could not arrogate to himself such a right, it is difficult to see how, when such incumbrances or under-tenures exist, he could in good faith receive and enjoy the rents of the cultivators, setting such incumbrances aside. But these are questions which will have to be considered upon the remand by the Court below. I merely suggest them as amongst the difficulties of the case. I think the case will have to be remanded for a new trial upon the issues which I have stated.

I would only add that Mr. Money, at the outset of his argument, thought that he might insist upon an unconditional reversal of the decision of the Judge who went upon the ground that the intervenor had given no evidence whatever of his allegation, whereas, in fact, there was such evidence. It seems to me that upon that part of the case the Judge was right, because the only thing wearing the semblance of evidence which has been recorded by the Assistant Collector is the examination of the intervenor's agent previous to the framing of the issues, and, even if it be conceded that what that agent said in respect of the payment of rent was matter which, if submitted at the proper time, would have been evidence, I do not think it could be treated as evidence at all, inasmuch as it was merely a statement of the case which the intervenor intended to make, and upon which the issues had to be framed, and not evidence adduced after framing the issues.

Markby, J.—I am of the same opinion.—*Idem.*

Norman and Jackson, E., J. J.

Fakiruddin Mohammed Ahasan (plaintiff) *v.* Mr. C. J. Phillipps (defendant.)*

Stipulation in lease—Collections by sezawal—Continuing liability of tenants.

It was stipulated in defendant's lease that on his failing to pay any instalment of the rent, plaintiff might appoint a sezawal to collect direct from the under-tenants.

Held *that the appointment of such a sezawal did not determine defendant's lease, and that he was still liable for any deficiency in the rent after the sezawal's collections were credited.*

In this case plaintiff sued defendant as izardar under an agreement by which defendant agreed to pay an annual rent of Rupees 1,246 in certain instalments, and in which it was stipulated that, on failure to pay any one of the instalments, plaintiff should appoint a sezawal to collect the rents from ryots, defendant paying the sezawal's salary. In Aswin 1273 (September 1866) plaintiff appointed a sezawal, who collected Rupees 919-5-0. A sum of Rupees 100 was also paid by defendant for that year. This left a balance of Rupees 226-11-0, which amount, *plus* sezawal's wages (Rupees 245), plaintiff sued to realize. Defendant's contention was that, as he had been deprived of possession by the appointment of a sezawal, he was not liable for any deficit in the collections.

The Judge held that the defendant was not liable for any arrears accruing subsequently to Aswin 1273, when the lease was virtually determined by the appointment of a sezawal. It was (he held) for plaintiff to show clearly that the collections made under his orders did not include any on account of prior months. This he had not done; and, crediting the collection to the earlier kists of the year in due order, the Judge found that up to Aswin there had been no deficiency in the rent for which defendant could be held liable. The cases relied on by the Judge were of *Mr. J. Dalrymple* v. *Bhajan Saha** and *Anundmoyi Debya* v. *Khiro-Hdhur oldar.*†

Mr. *R. E. Twidale* for appellant.

Baboo *Iswar Chandra Chuckerbutty* for respondent.

On special appeal the following judgment was delivered by

Norman, J.—The Judge is wrong, and there must be a remand. The case is an exceedingly simple one. The defendant took a lease from the plaintiff from 1270 to 1275 at a rent of Rupees 1,200 a year. There was a provision in the lease that, if the rents were not paid, the plaintiff would be at liberty to appoint a sezawal and make the collection himself, and the defendant was to appoint a person to see that the collections were duly made and the accounts properly kept by the sezawal.

The rents of 1273 not having been paid, the plaintiff appointed a sezawal, and made considerable collections.

The Judge supposes that, by the appointment of a sezawal, the plaintiff evicted the defendant and turned him out of the land demised; consequently he held that the plaintiff could not be made liable for the arrears of rent which accrued subsequently to the appointment of the sezawal in the month of Aswin 1273; and as the collections made by the sezawal exceeded the amount of rent

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* Special Appeal, No. 2,970, of 1868, from a decree of the Judge of Rajshahye, dated the 12th June 1868, modifying a decree of the Deputy Collector of that district, dated the 7th March 1868

* Raikes, Bayley, and Steer, J. J.

Mr. J. Dalrymple (plaintiff) *v.* Bhajan Saha (defendant.)

"In this case the plaintiff sued to recover a balance of rent on the averment that his lessee having defaulted, he appointed a sezawal to collect the rents, and the sum now claimed is the difference between the amount collected by the sezawal and the amount of rent as per the lessee's kabuliat. The Judge has held that, as the sezawal was allowed to keep possession of the tenure for several years until the expiry of the lease, the tenant cannot be held responsible for any deficiency in the collections whilst under the management of the plaintiff's agent, the sezawal. The Judge quotes the precedent of this Court at page 757 of the Decisions for 1857 in support of this view. The special appeal is, that the lease itself specially provided for the managemet of the tenure in the mode adopted by plaintiff on the occurrence of any default on the part of the lessee; that, therefore, the precedent is not in point, and the Judge's decision wrong.

We have referred to the lease which in the usual terms provides for the deputation of a sezawal, 'as allowed by law,' on the occurrence of a balance; and, as the law only contemplates such occupation by the proprietor during the current year, we hold the lease cannot be considered as contemplating more. We reject the appeal with costs."

† 2 W. R., Act X, Rul. 46.

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due up to that date, the Judge was of opinion that there was nothing in respect of which the plaintiff was entitled to a decree in this suit. We think that in this suit, which is a suit for rent under Act X of 1859, the plaintiff is entitled to a decree for arrears of rent, at the rate of Rupees 1,200 per annum, as claimed in his plaint. From the total rents which were originally due must be deducted what the plaintiff has received on account of those rents. In order to see what was the amount realized by him and applicable to the satisfaction of his claim, we must take not the gross rents collected from the ryots by the sezawal, but the net profits, that is to say, the realization less what in this case is called the "wages of the sezawal," or, in other words, the cost of collection. The ultimate balance of the account is the rent due to the plaintiff.

The two cases referred to by the Judge do not show that a lease is avoided by the appointment of a sezawal. In the latter case, which was an Act X suit, the plaintiff sought to make the defendant responsible for fraudulent conduct on the part of the sezawal who had apparently embezzled rents collected by him. In the case in 1862, the plaintiff had kept a sezawal for a length of time, and treated the tenure as having been resumed by him.

In the present case the sezawal was making the collections under the inspection of the defendant himself; and it is clear that, by the original contract, the parties intended to treat the interest of the defendant as continuing, notwithstanding the appointment of the sezawal.

The case is remanded to be re-tried with reference to the above remarks. The appellant will get his costs of this appeal.—*Idem.*

BAYLEY AND HOBHOUSE, J. J.

Gobind Komar Chowdhry (plaintiff) *v.* Hargopal Nag and others (defendants.)*

Admitting plaint—Holiday—Stamp duty—Suit for arrears of rent—Limitation.

The reception of a plaint for arrears of rent by the Collector on Good Friday, although, by the Circular Order of the Board of Revenue such day is an authorized holiday, is not illegal.

There is no illegality in the reception of a plaint engrossed on insufficient stamp paper if the full amount of the stamp duty has been paid at the time.

Suits for arrears of rent are to be instituted within three years from the last day of the Bengal (or other) year in which the arrears claimed shall have become due.

THIS was a suit for arrears of rent for the years 1271, 1272, and 1273, B. S. The plaint was filed on the 29th Chaitra 1274 (10th April 1868), this being a Good Friday.

The defendant set up in his defence the deterioration of parts of his holding. The Assistant Collector decreed the case.

On appeal the Judge held (referring to two cases of the Sudr Dewanny Adawlut, North-Western Provinces, cited in Broughton's Civil Procedure Code, under Section 25, Act VIII of 1859) that a plaint could not be presented on a holiday, and, if presented, it is to be considered as presented on the first day the Court sits after that holiday; consequently, as the first open day was the 2nd of Baisakh 1275 (12th April 1868), the claim for the arrears of 1271, B. S., was barred. He accordingly decreed the appeal, and modified the decree of the lower Court.

The plaintiff appealed to the High Court.

Baboo *Nalit Chandra Sen* for appellant.

Baboo *Anand Chandra Ghosal* for respondent.

The judgment of the Court was delivered by

BAYLEY, J.—I am of opinion that the judgment of the Judge below is incorrect, and must be reversed.

The facts are these: the plaint in this case, together with an amount of money sufficient to cover the proper stamp duty, was presented before, and accepted by, the Assistant Collector, who was the proper authority to try the case in the Revenue Court, on the 29th Chaitra 1274, or 10th April 1868, that being Good Friday. The suit was for arrears of rent for 1271-72-73, B. S.

The points for our consideration are—firstly, whether, when the plaint was filed on the Good Friday, on which day the Revenue Courts are authorized by certain Circular Orders (to be found at page 157 of the Rules of the Board of Revenue edited by Mr. Chapman) to close the Court, the reception of that plaint on that day was or was not illegal so as to bring the plaintiff's case within the law of limitation; secondly, whether the plaint not being duly engrossed on stamp paper, but accompanied with an amount of money sufficient to cover the stamp duty, was properly put in so as to save the plaintiff's suit from the operation of the Statute of Limitation; thirdly, whether the three years within which suits for arrears of rent are to be instituted is to be reckoned from the last day of the Bengal year during which the arrears claimed shall have become due, or the dates of recognized instalments falling due. This last objection refers to the rents of the year 1271 only,

On the first and second points we think that when it is admitted that the plaintiff was in time, if the plaint could be legally received on the 10th of April; and when it is admitted that the Assistant Collector did receive both the plaint and the full proper amount of stamp duty at the same time, and himself certified to that fact, there was nothing illegal in that proceeding, and, therefore, the plaint was filed in time, so as to prevent the law of limitation from barring the suit. There is no law by which the Revenue Courts can specify certain days on which plaints shall not be received. There is only this Circular Order of the Board of Revenue which is not law, and it merely authorizes the Revenue Courts to close the Courts on certain days specified in that order, and on no other. In this view we think that the fact of the Assistant Collector in receiving the plaint and in receiving the amount of stamp fee necessary for the plaint were acts not illegal, or rendering plaintiff's suit liable to be barred by limitation as not filed in time. The third objection taken in appeal, *viz.*, that the time is to be calculated within three years from the date of the instalments paid, is entirely futile, for the law on this point, Section 32, Act X of 1859, is quite clear, and provides that such suits for arrears are to be instituted within three years from

* Special Appeal, No. 3,165, of 1868, from a decree of the Officiating Judge of Mymensing, dated the 7th September 1868, modifying a decree of the Assistant Collector of Jamalpore of that district, dated the 10th June 1868.

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the last day of the Bengal (or other) year in which the arrear claimed shall have become due. In this view we reverse the decision of the lower Appellate Court and affirm that of the first Court with costs in this Court and in the lower Appellate Court.—*Idem.*

JACKSON, E., AND MITTER, J. J.

Harlal Tewari (plaintiff) *v.* the Collector of Bhagulpore and another (defendants.)*

Settlement—Powers of Revenue Boards.

A settlement of a resumed lakhiraj estate being made by the Collector with the plaintiff "subject to the orders of the Board of Revenue," the Board, or the Commissioner acting under rules laid down by them, may cancel the settlement at any time.

Mauza Tursua, a resumed lakhiraj estate, was form 1861 to April 1864 under measurement with a view to settlement. On 1st April 1864 the ex-lakhirajdar put in a petition in regard to the amount of rent to be paid, from which the Collector inferred that he declined settlement; and, no other offers being made, the estate was on 29th June declared khas. On the 26th October the plaintiff in this suit took a twenty-years' lease of the land at a rent of Rupees 371. In the amalnama or possessory order it was stated that this settlement would be subject to the orders of the Board of Revenue, but no such condition appeared in the kabuliat given by plaintiff. On 13th December the ex-lakhirajdar made another offer which the Collector, on the 9th January 1865, declined to accept, as a settlement had been concluded. On the 7th February the lakhirajdar appealed to the Commissioner, who on 13th October wrote to the Board saying that, as more than three months had elapsed between settlement and the lakhirajdar's appeal, he was doubtful of his power to interfere, and, therefore, asked the Board to cancel the settlement with the plaintiff, which the Board did on 19th October 1865. The plaintiff then sued Government and the lakhirajdar for recovery of possession and confirmation of his lease. The first Court held that the words "subject to the orders of the Board" were surplusage, and not intended to have real effect; that settlements under Rupees 500 were by the Board's Rules confirmed by the Collector, subject only to revision by the Commissioner; and that the Commissioner must be held bound to exercise his power within a reasonable time, which might be taken to be three months, the period within which the Collector's proceedings must be reported to him. The first Court gave the plaintiff a decree. The Judge on appeal held that the Board of Revenue could exercise powers of revision at any time in settlement cases. Regulation I of 1829, Section 4, Clause 2, enables the Governor-General in Council to lay down rules for the guidance of the Board. On 27th June 1842 the following rule was laid down: "The Board of Revenue is competent, with or without appeal, to call for, revise, or alter any proceedings of the Commissioner or other subordinate Revenue Authority not made final by law." The Judge held that the Civil Courts could not determine the time within which the powers might be exercised and that they could be exercised at any time. He further held that, although Section 29, Regulation VII of 1822, prescribed three months as the period of appeal from a Collector's order, there was nothing to make that order final and not open to revision after three months. He also overruled a contention that under the Board's Rules it was the Commissioner's business and not the Board's to revise a settlement under Rupees 500. The Board's powers were not limited by such a rule. The Judge on these grounds reversed the decision of the first Court.

Mr. *W. B. Money* and Mr. *J. S. Rochfort* and Baboos *Ashutosh Chatterjee* and *Chandra Madhab Ghose* for appellant.

Baboos *Anukul Chandra Mookerjee, Jagadanand Mookerjee, Purna Chandra Shome,* and *Annadaprasad Banerjee* for respondents.

The following judgment was delivered by

JACKSON, J.—It appears to me that the decision of the lower Appellate Court is correct. The agreements entered into between the Collector and the special appellant were distinctly declared by the Collector at the time and so stated in the agreements to be not final, but subject to the consent of the Board of Revenue. Those agreements were subsequently brought by the Commissioner of the division to the notice of the Board of Revenue. The Commissioner was of opinion that the arrangements proposed by the Collector were not proper arrangements, and the Board of Revenue concurring with the Commissioner refused to sanction the agreements entered into by the Collector, set them aside, and ordered other agreements to be made. It is said that great delay occurred in the action taken by the Commissioner and the Board of Revenue, and it is also said that the Collector, in fact, never intended that the agreements entered into by him should be subject to the consent of the Board of Revenue; that the agreement was drawn out in an old form which had been long abandoned, and in this way alone had the words "subject to the consent of the Board of Revenue" crept into it by accident; that, in fact, the Collector never submitted his proceedings for the sanction of the Board, but that, under the rules promulgated by the Board itself, the Collector had full authority to enter into agreements of this description of his own accord, and without obtaining the sanction of the Board. The lower Appellate Court has rejected all these objections on the ground that the Board of Revenue had full power under the law to interfere in the act of the Collector, and that, no time having been laid down in the law within which it was to exercise those powers, it could interfere at any time.

The agreements in this case referred to the settlement of some lakhiraj land which had been resumed. It had been settled from time to time with different parties, but the settlement had come to an end, and it was necessary to re-settle the land. The ex-lakhirajdar was the person entitled to the settlement.

He put in a petition asking for a settlement at lower rates than had been proposed. The Collector considered that this petition was a refusal to take the settlement at the rates proposed. The Collector accordingly entered into a settlement with the special appellant. The ex-lakhirajdar after some delay brought the matter to the notice of the Commissioner. That officer and the Board of Revenue considered that the ex-lakhirajdar had

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* Special Appeal, No. 2,728, of 1868, from a decree of the Additional Judge of Bhagulpore, dated the 14th July 1868, reversing a decree of the Principal Sudr Ameen of that district, dated the 28th February 1867.

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not refused the settlement, but was entitled to it, and ordered the settlement to be made with him. The special appellant has now brought this suit to recover possession of the resumed estate, alleging that the agreement with him was final, and could not be set aside. As the settlement made with the special appellant was distinctly declared to be subject to the order of the Board of Revenue, and it is not shown or proved in any way that that clause of the agreement crept into the settlement by mistake, we might decide upon that alone that the Board of Revenue had full power to interfere. If the rules of the Board of Revenue are to be looked to, then the Commissioner had full power to interfere, and did interfere in accordance with those rules, though it may be that as there had been some delay before the case was brought to his notice, and as the agreement distinctly referred to the consent of the Board of Revenue, he preferred to obtain the Board's consent before he passed orders in the case. The argument that if the Commissioner did interfere he was bound to interfere within one month, because that is the period laid down for appeals to him, cannot, in my opinion, stand. It may be that appeals must be preferred within one month, but no time is laid down in the rules within which the Commissioner was bound to exercise his power of revision, and it was these powers of revision which he exercised in this case, and not his powers on appeal. Whether, then, the Board of Revenue had power itself to interpose in the settlement or not, it does not seem to be denied that it had authority to make rules under which Settlement Officers were to conduct settlement proceedings; and even under those rules the orders passed by the Commissioner were legal. The Commissioner had authority to set aside the settlement, and did do so. The plaintiff must fail in his suit even upon this ground. It is not necessary under these circumstances to examine the law laid down by the Judge as regards the power of the Board of Revenue to set aside such a settlement as this. We dismiss this appeal with costs.

Mitter, J.—I concur. The plaintiff is bound by the terms of his lease, and under those terms the Board had full power to interfere.—*Idem.*

OFFICIAL PAPERS.

Composition of Assessment on Second Crops.

Proceedings of the Madras Government, Revenue Department, 8th January 1870.

Read the following Proceedings of the Board of Revenue, dated 3rd November 1869, No. 8,154:—

Read the following letter from G. Banbury, Esq., Collector of Trichinopoly, to the Acting Secretary to the Board of Revenue, dated 2nd September 1869, No. 203.

I have the honour to state that some of the ryots have applied to me for the composition of the assessment of the occasional second crop raised on garden lands along the channel banks, and under-tanks and jungle-streams. It was proposed by Mr. Puckle in his final report,* dated the 30th May 1865, on the settlement of this district, that garden lands along the channel banks, if supplied with Government water, should be made to pay for an occasional second crop at the rate of one-half additional to the single crop assessment. This proposal has been approved of by the Board in paragraph 10 of their Proceedings, No. 3,641, dated the 28th May 1866, and by Government in paragraph 6 of their Order, dated the 19th September 1866, No. 2,523, Revenue Department. In the course of the examinations which are now being carried on, the garden lands under tanks and jungle-streams are, with the concurrence of Mr. Puckle, charged at the aforementioned rate for the second crop raised thereon.

* Vide paragraphs 40 to 49.

2. When Mr. Puckle was with me here just before leaving for England, he strongly advocated that the compounding system should be introduced as regards these garden lands; but there is no actual sanction or authority for this course, although the advantages of the measure tell equally either as regards "garden" or "wet" lands, which latter were compounded for at the settlement.

3. I beg, therefore, to request the sanction of the Board for compounding for the second crop cultivation on the aforementioned garden lands at one-third of the single crop assessment, subject, however, to the Government Order fixing 1 rupee per acre as the minimum additional charge.

In the above letter Mr. Banbury recommends that the owners of garden land who occasionally raise a second crop by irrigation from channels, tanks, and jungle-streams, may be allowed to compound at the rate of one-third the ordinary water-tax, and states that applications to this effect are coming in.

2. These garden lands at present pay half tax when water for a second crop is taken under Orders of Government, dated 19th September 1866, No. 2,523, paragraph 6, approving the views expressed by the Board in paragraph 10 of their Proceedings of the 28th May 1866, No. 3,641.

3. In paragraph 47 of his report, dated 30th May 1865, on which the above Proceedings were based, Mr. Puckle explained that garden lands had not been compounded for as permanent double crop, as that cess had been confined entirely to nunjah in the settlement; but this forms no bar to the introduction of the measure now proposed, and Mr. Banbury states that during a late visit to Trichinopoly Mr. Puckle strongly advocated the measure. All that seems necessary is that notice should be given that no right is established by such composition, and that in times of scarcity the Revenue authorities retain power to prohibit the supply, a remission being given of the compounded rate for each fusly in which such prohibition has been put in force.

4. The Board, therefore, request sanction of Government to the issue of orders in accordance with these views.

Order thereon, 8th January 1870, No. 44.

His Excellency the Governor in Council authorizes the Board to issue the orders proposed in the foregoing Proceedings.

(True Extract.)

(Signed) R. A. DALYELL,

Acting Secretary to Government.

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Cultivation of Yellow Cholum.

Proceedings of the Madras Government, Revenue Department, 15th January 1870.

Read the following Proceedings of the Board of Revenue, dated 7th December 1869, No. 8,983:—

Read the following letter from the Honorary Secretary, Government Farm, to the Acting Secretary to the Board of Revenue, dated Madras, 22nd November 1869, No. 73.

I have the honour to state that on receipt of Government Order, 26th October 1869, No. 2,846, the Superintendent, Government Farm, was instructed to draw up a paper on the cultivation of "Yellow Cholum" which the Farm Committee consider very superior to "Guinea Grass" as a fodder crop.

2. I have now to forward the paper, and the Superintendent begs me to ask the Board to allow it to be printed in pamphlet form, and that he will correct the proofs if sent to him.

3. I should also recommend that a good number of copies, say 300, be printed and freely distributed first to all newspapers and subsequently to applicants, of whom the number will probably be large.

4. The summary might also be translated and published in District Gazettes in both English and the vernaculars of the district.

Enclosure No. 1.

Sorghum Saccaratum (Sorghum vulgare) or Yellow Cholum.

This is a beautiful grass, resembling in appearance Indian Corn. It bears a small yellow seed, which, when crushed, makes a good auxiliary food for cattle or sheep. It grows on all kinds of cultivated soil, but best on those that are *thoroughly* cultivated and well manured. Indeed, few crops will pay better for *high cultivation.* This valuable plant has attracted a great deal of attention during the last few years, and has been highly recommended as a fodder crop. It is best suited for cultivation in countries where the temperature seldom falls below 60 degrees. It will certainly grow in much colder climates, but scarcely pays expenses. A few years ago the cultivation of this crop was attempted in England, and, amongst other places, on the Experimental Farm attached to the Royal Agricultural College: the yield of green food was insignificant, and its further cultivation was not deemed advisable. The experiment was, however, valuable in affording Dr. Voelcker an opportunity of analyzing the crop during different stages of its growth. He found that the half-grown plant contained about two-and-a-half per cent. of flesh-forming matters, and about eleven per cent. of fat as heat-producing matters. As the Turnip is the sheet anchor of the stock-feeder at Home, we place its analysis alongside Dr. Voelcker's analysis of Yellow Cholum. A glance at these analyses will suffice to show the great value of Yellow Cholum fodder as food for Farm Stock:—

	Yellow Cholum. Per cent.	*Turnip.* Per cent.
Water	85·17	90·43
Flesh-forming matters ...	2·55	1·04
Fat or heat-producing matters.	11·14	7·89
Inorganic matters	1·14	·64
	100·00	100·00

Dr. Voelcker found that in the half-grown plant there was little or no sugar; but, when the plant was three quarters grown, there was as much as 5·85 per cent. of sugar in the lower part of the plant. We have no analysis of Indian-grown plants: however, it may safely be inferred that, if such a large amount of sugar was present in plants grown in a climate so ill-suited for the production of sugar as that of England, a very much larger quantity will be found in Indian-grown plants.

2. On the Government Experimental Farm at Madras during the past twelve months this crop has largely been grown, and generally with very satisfactory results. We propose briefly recording some of the facts ascertained and some of the conclusions formed regarding the culture of this crop for fodder. These conclusions are not founded on a single experiment but on a large number, occupying in the aggregate nearly fifty acres of land. The season was certainly very unpropitious for cultivation of any sort, more especially for cultivation conducted on a soil so extremely sandy and porous as that constituting the Government Farm. The following is an average analysis of the soils upon which these crops were grown:—

	Per cent.
Alumina	3·24
Oxide of Iron	1·35
Phosphate of Lime	·12
Carbonate of Lime	·31
Sulphate of Lime	trace
Carbonate of Magnesia...	trace
Chlorides	·90
Water	2·09
Organic matter	2·12
Sand	89·87
	100·00

3. We now proceed to record the results obtained from two or three of our experimental plots.

Experiments.

In December 1868 we sowed a plot containing 2,420 square yards or half an acre of land with Yellow Cholum, and have in the eleven months which have since elapsed obtained five cuttings, yielding in all 10 tons, 5 cwt., 56 lbs., or 23 tons, 3 cwt., 14 lbs. per acre per annum.

Another plot of a similar size was sown in April last, and during the seven months it has been growing has yielded three cuttings, weighing 5 tons, 15 cwt., 20 lbs. At the present time there is probably about one-third of a crop in the field, making a total of 6 tons, 7 cwt., 20 lbs., or a gross produce of 21 tons, 16 cwt., 8 lbs. per acre per annum.

Both of these crops were occasionally watered. The first crop was irrigated weekly during the first three months of the experiment and about twice a month afterwards; the other about twice a week during the first four or five months, and not oftener

than once a month during the remainder of the time. At each time of watering the water was applied at the rate of about 30,000 gallons per acre. Had a sufficient quantity of water been available much better results would have been obtained. During the last few months the ground was frequently in such a dry parched condition—the result of the excessively dry season—that for weeks together the bulk of the crop was scarcely increased. The first plot received no manure except about 4 cwt. of wood-ashes. To the other plot, which had just borne a crop of maize, about 5 tons of farmyard manure was applied.

Another plot of ground—measuring $2\frac{1}{16}$ acres was sown during the last week of June. No water was applied to this crop; it entirely depended on the rains and dews for its supply of moisture. Two cuttings have been obtained, weighing 8 tons and 19 cwt., and there is still about 20 cwt. in the field, making a total return of 9 tons and 19 cwt. during the five months the crop has been growing, or, presuming that the rains and dews will suffice for the wants of the crop for three months longer, an average yearly return of 7 tons and 12 cwt. per acre. Manure was applied to this crop at the rate of 8 tons per acre.

These are not exceptional results: the crops now growing on the farm will probably yield larger returns than any we have recorded.

Soils.

Yellow Cholum can be grown on all kinds of cultivated land provided the soil is in a good condition and is fairly manured and cultivated. If the soil is naturally rich in plant-food, as is made so by artificial means, the larger will be the returns.

Cultivation.

It is advisable to plough the land *well:* the number of times and the depth will depend on its condition, and must be left to the intelligence of the cultivator. Our practice, when the soil contains only a few weeds, is to plough to the depth of five or six inches and cross with a broad-share cultivator at right angles the line of the plough; collect the weeds; broad-cast about 6 or 7 tons of foldyard manure over the surface; plough in the manure, driving the plough across the lines of the first ploughing; harrow the surface to make it level; and then sow the seeds in lines about twenty-six inches apart, finishing the work by passing the chain-harrows over the surface. If intended for irrigation we proceed as follows:—plough five or six inches deep; cross with cultivator to level the furrows; collect weed; drill the soil in ridges about twenty-eight inches wide, either with a single or a double mould-beard plough; spread the manure in the lines between the ridges; split the ridges with the plough, throwing a furrow on the manure on either side the track of the plough forming the open furrow, down which the water passes while the crop is being irrigated. The land is thus left in *ridge and furrow* as is the custom in England, for the cultivation of Turnips or Mangolds. The seed is sown on the top of the ridge over the manure. Whether sown on the level surface or on the ridge, from twenty-six to thirty pounds of seed per acre will suffice. During the growth of the crop the ground between the lines of plants should be kept as free from weeds as possible, either by frequent use of the hand-hoe or bullock-hoe. If the land is tolerably free from weeds, two bullock-hoeings and one hand-hoeing will suffice between each cutting.

Water.

Irrigation produces at least three times the weight of fodder obtained under dry cultivation. In the former case the crop will continue to grow eleven or twelve months and give six or eight cuttings, while in the latter only seven or eight months and yield three or four cuttings. Water should be applied once or twice a week, according to the state of the weather and condition of the soil: if water can be obtained at a reasonable cost, we would apply it twice a week for three weeks after sowing and after cutting, and once a week afterwards. Dressings of from twelve to fifteen thousand gallons per acre will be sufficient for each application. However, as we have already stated, much depends upon the porosity of the soil and the humidity of the atmosphere.

Manure.

There is nothing like a good application of foldyard manure for producing a *good* crop, though, in the absence of this, poudrette, tank-mud, (which has been previously thoroughly exposed to the air), burnt earth, the refuse of brickyards, wood-ashes, leaves of various plants and trees, aquatic weeds (either fresh-water or marine), bazaar refuse, etc., may usefully be applied.

Harvesting, etc.

We would advise that cutting should commence when the plant is about two-thirds grown. We use a small curved knife for the purpose: with it the coolies can easily cut down an acre in a day. The fodder is best used in the green state after dew or any adhering moisture has been removed by exposure for an hour or two in the sun. Horses, cattle, sheep, and pigs eat it readily. It may be cut, dried, and stacked for consumption during hot weather when fodder is scarce. When dried in this manner it is best given to the stock-chaffer.

Cost of Production.

Under dry cultivation the cost per acre is as follows:—

	Rs.	A.	P.
Ploughing	1	0	0
Cultivating	0	6	0
Collecting weeds	0	12	0
Six tons of manure	6	0	0
Spreading manure	0	3	0
Ploughing	0	12	0
Harrowing	0	2	0
Seeds	1	0	0
Sowing	0	12	0
Chain-harrowing	0	2	0
After Cultivation.			
Five hand-hoeings	5	0	0
Eight Bullock-hoeings	5	0	0
Four cuttings	2	0	0
Total...	23	1	0

With a gross yield of 8 tons per acre the cost of the fodder will be Rupees 2, Annas 14, and Pie 1 per ton.

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When irrigated the cost per acre will be as below:—

	Rs.	A.	P.
Ploughing	1	0	0
Cultivating	0	6	0
Collecting weeds	0	12	0
Ridging soil	0	8	0
Six tons of manure	6	0	0
Spreading manure	0	3	0
Splitting ridges	0	8	0
Seed	1	0	0
Sowing	0	9	0
After Culture.			
Eight hand-hoeings	8	0	0
Twelve Bullock-hoeings	6	0	0
Six cuttings	3	0	0
Raising 500,000 gallons of water a height of eighteen feet and distributing the water, etc....	20	0	0
Total...	47	14	0

With a gross return of 24 tons of fodder the cost per ton will be Rupee 1, Annas 15, and Pies 11.

Summary.

1. Yellow Cholum is suited for cultivation on all cultivated soils and in all climates where the temperature does not often fall below 60 degrees.
2. Weight for weight it contains a larger proportion of nutritious matters than turnips.
3. It is best cut for fodder when two-thirds grown.
4. When irrigated, 24 tons per acre per annum can readily be grown.
5. As a dry crop it will grow for seven or eight months, yielding about four cuttings weighing 8 tons.
6. When cut in the green state it is readily eaten by horses, cattle, sheep, and pigs.
7. Under dry cultivation one ton of the green fodder can be grown for Rupees 2, Annas 14, and Pie 1.
8. When irrigated, one ton for the green fodder can be grown for Rupee 1, Annas 15, and Pies 11.

The Board have perused with much interest the report of the Superintendent, Government Farm, on the cultivation of Yellow Cholum, and resolve to recommend Government to have the paper printed in the form of a pamphlet and circulated for general information.

2. Copies might, as suggested by the Honorary Secretary, be sent to the local papers and kept for sale at the Government Press.

3. The summary should, the Board think, be translated and published in all District Gazettes.

Order thereon, 15th January 1870, No. 95.

Mr. Robertson's report shows by scientific analysis that "Yellow Cholum" possesses high properties as a fodder, and its adaptability for growth in the plains has been thoroughly tested by experiments at the Government Farm. Under ordinary circumstances an acre of irrigated land is calculated to yield in the space of twelve months five cuttings, aggregating a weight of 23 tons, 3 cwt., 14 lbs. Dry land if properly manured is estimated to yield an average yearly return of 7 tons and 12 cwt. per acre. Mr. Robertson considers that "Yellow Cholum" is not dependent on any particular soil provided that the land on which it is grown be well ploughed and sufficiently manured.

2. The Superintendent's report will be printed for circulation. Copies will be forwarded to all Collectors for translation and insertion in the District Gazettes.

(True Extract.)

(Signed) R. A. DALYELL,

Acting Secretary to Government.

Profits derived by Bellary Hissa Shrotriemdars from Jungles, &c., not to be taxed.

Proceedings of the Madras Government, Revenue Department, 25th January 1870.

Read the following letter from the Officiating Inam Commissioner, to the Acting Secretary to Government, Revenue Department, Fort Saint George, dated Madras, 1st November 1869, No. 57:—

I have the honour to submit the following question for the consideration and orders of Government.

2. In 1861 the Hissa Shrotriems in the district of Bellary were settled by this department and converted into Kayem Jodi villages under the Order of Government, dated 22nd March 1861, No. 677, and Title-deeds were granted to the Inamdars, confirming the entire villages to them, subject to a fixed quit-rent.

3. The Collector of the district has since raised the question whether, under the settlement made by this department, the Inamdars are entitled to the produce of the jungles, topes, and date trees in their villages, or whether their right is limited to the mere cultivation of the *lands*.

4. This question does not appear to have come under consideration at the time when the villages were settled, and the annual productive value of the trees was not, therefore, taken into account in fixing the quit-rents on the villages.

5. Prior to the settlement of this department no revenue was ever raised by Government, either from the jungles or the date trees. The topes, however, were rented out by Government and the whole of the proceeds credited to Government without any share being allowed to the Inamdars. The average amount of collections made by Government on the topes in the several villages amounts to Rupees 119, as detailed below:—

Names of the Hissa villages.	Amount of rental. Rs.
Ittighi	1
Devasamudram	1
Kakabal	6
Kondinayakanahalli	2
Bannihatti	1
Kudaradevu	2
Rangapuram	2
Harivibasapuram	2
Kambhattrahalli	1
Rachamarri	18
Hosahalli	8
Braminpalli	20
Gangalakunta	5
Rallapalli	1

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Names of the Hissa villages.	Amount of rental. Rs.
Duradakunta	5
Subbaranpeta	1
Challupalli	38
Venkatapuram	1
Roddakampalli	1
Munisamudram	2
Hulikeradevarapalli	1
Total...	119

6. Although no revenue was raised by Government on the date trees, still I should not omit to mention that the Abkarry renter was allowed to have free use of the trees, and that he drew toddy from them without paying anything to the Inamdars. This, however, is not the case in the Kayem Jodi and Sarva Inam villages, in which the trees are under the control of the Inamdars.

7. From the above it is clear that the District authorities considered that in these Hissa villages the Inamdars had only a right to the *lands* of their villages, but not to the trees standing thereon. I have not been able to ascertain why they were considered not to have any right to the trees, while their right to the land on which the trees stand was undoubted. There is nothing to show the state of things in these villages before the Hissa system was introduced; but I imagine that the trees were in the possession of the Inamdars in the same manner as in any other Kayem Jodi villages, and that the present anomalous system of regarding the trees as the exclusive property of Government is only due to some erroneous view taken by the subordinate Revenue authorities of by-gone days. In the district of Salem the Inamdars of similar villages are allowed to share in the revenue raised on the trees as well as in that derived from the land.

8. The area entered in the Title-deeds issued by this department for these villages includes the land covered by the jungles, topes, and date trees, a reasonable quit-rent having been charged thereon, with reference to the prospect of its being brought under cultivation hereafter, and the documents convey no reservation whatever in regard either to the trees or the jungles.

9. The question I have to submit for the consideration and orders of Government is whether, under the above circumstances, the topes and date trees in the villages should be now made over to the Inamdars; and, if so, whether the quit-rents of the villages should be raised on account of the trees on the ground that their value was not included in the assets on which the quit-rent was calculated. As for the jungles I have no doubt that they belong to the Inamdars, and the question regarding them is nearly the same as that disposed of by Government in their Order, dated 17th September 1868, No. 2,403, Revenue Department.

10. Having by the terms of our Title-deeds made the Inamdars absolute owners of the land, it would be anomalous for the Government to assert and maintain a right to, and control over, the trees standing thereon, and I have, therefore, no hesitation in recommending that they should be made over to the Inamdars. My only doubt is whether the quit-rents charged on the villages should be raised on account of these trees which have now to be declared to be the property of the Inamdars, or whether they should be simply so declared free of further charge, since the settlement was made once for all without any reservation of the Government right in these trees.

11. At first I was of opinion that the quit-rents should be revised, as the annual value of the produce of the trees was not included in the assets on which the quit-rent was calculated; but on further consideration I came to the conclusion that the trees should be made over to the Inamdars free of any further charge, because any alterations in the quit-rents once fixed would have the effect of shaking the confidence of the Inamdars in the finality of the settlement made by this department on behalf of Government.

12. I shall now show the sacrifice of quit-rent that will result from making over the trees to the Inamdars free of further charge.

13. The average annual rental of the topes is Rupees 119. This sum *minus* the quit-rent of about Rupees 10 which has been charged on account of the land on which the topes stand must be considered as a loss to the Government. As regards the date trees it is impossible to say whether there would be any real loss, and, if any, what its amount would be. The Government derived no direct revenue whatever from the trees, and there is no reason to suppose that the Abkarry revenue would suffer from making over the trees to the Inamdars. The Collector of the district has at my suggestion excluded the trees from the current Abkarry lease notwithstanding which the Abkarry revenue has risen.

14. Although the date trees in the Hissa villages have been excluded from the current Abkarry lease, still the Abkarry renters appear to continue to use the trees without paying anything to the Inamdars, excepting in one or two villages, and they are, of course, opposed to transferring the trees to the Inamdars. Their objections, however, are not entitled to any consideration since they have no right to the trees under the terms of their contract.

15. Should the Government decide on revising the quit-rents on account of the trees now to be declared the property of the Inamdars, the charge can only be determined, in communication with the Collector, at so much per thousand trees, with reference to the probable future income of the Inamdars. It is extremely difficult, if not impossible, to fix a proper rate of charge. There are no means of ascertaining what would be the future income of the Inamdars from these trees. On the whole, however, I do not think the profit will ever be very large, since the Inamdars cannot dispose of toddy to anybody but to the Abkarry renter, who can thus dictate his own terms. The consumption of sweet toddy must, generally speaking, be too small to affect the interests of the Abkarry renter. I once thought that the difficulty might be met by adding to the quit-rents the full assessment of the land on which trees stand *minus* the sum already charged thereon, and most of the Inamdars agreed to this mode of settlement; but the Government will observe from the accompanying statement that the charge would be very unequal owing to the trees growing densely in some villages and being much scattered in others :—

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Statement showing particulars of the Trees standing on certain of the Hissa Shrotriem Villages in the District of Bellary.

No.	Talook.	Name of the Inam village.	Quit-rent already charged on account of waste land.	Description of the land on which the date trees stand.	Particulars of land occupied by Date trees.				Estimated number of Trees standing on the land.			
					Acres.	Assessment.	Deduct quit-rent already charged on the land.	Remainder.	Trees now yielding toddy.	Young trees.	Old and useless trees.	Total number of trees.
1	2	3	4	5	6	7	8	9	10	11	12	13
			Rs. A. P.			Rs. A. P.	Rs. A. P.	Rs. A. P.	No.	No.	No.	No.
1	Bellary ...	1 Kaligahalli ...	60 0 0	Waste ...	68·00	30 0 0	2 0 0	28 0 0	5,501	1,721	341	7,563
2	Kudlagi ...	1 Yemadapuram ...	6 0 0	Do. ...	16·00	10 0 0	3 0 0	7 0 0	250	....	260	510
		2 Kessanakera ...	30 0 0	Do. ...	43·00	20 0 0	2 0 0	18 0 0	480	....	413	893
3	Harapanahalli...	1 Akkingiri ...	24 0 0	Cultivated ...	4·00	7 0 0	3 0 0	4 0 0	150	525	80	755
				Waste ...	115·00	44 0 0	4 0 0	40 0 0	7,380	7,705	3,265	18,350
					119·00	51 0 0	7 0 0	44 0 0	7,530	8,230	3,345	19,105
		2 Dadapuram ...	....	Waste ...	93·00	12 0 0	7 0 0	5 0 0	2,039	3,819	....	5,858
		3 Josilingapuram ...	12 0 0	Do. ...	60·00	15 0 0	6 0 0	9 0 0	8,150	750	150	9,050
4	Adoni ...	1 Mantriki ...	25 0 0	Cultivated ...	12·00	6 0 0	3 0 0	3 0 0	3,250	3,225	....	6,475
				Waste ...	358·00	112 0 0	11 0 0	101 0 0	45,350	44,350	....	89,700
					370·00	118 0 0	14 0 0	104 0 0	48,600	47,575	....	96,175
		2 Pasalabanda ...	1 0 0	Cultivated ...	7·00	4 0 0	1 0 0	3 0 0	1,160	390	....	1,550
				Waste ...	3·00	2 0 0	0 4 0	1 12 0	900	1,250	....	2,150
					10·00	6 0 0	1 4 0	4 12 0	2,060	1,640	....	3,700
		3 Jalibenchi ...	....	Waste ...	14·00	2 0 0	....	2 0 0	30	30	....	60
		4 Pandanagallu ...	4 0 0	Do. ...	26·00	8 0 0	0 8 0	7 8 0	100	114	....	214
		5 Paramanadoddi ...	3 0 0	Do. ...	26·00	10 0 0	0 8 0	9 8 0	625	375	....	1,000
5	Gutti ...	1 Gundala ...	4 0 0	Do. ...	34·00	7 8 0	0 1 0	7 7 0	3,320	....	....	3,320
6	Anantapuram...	1 Raghavapalli ...	10 0 0	Do. ...	50·00	9 0 0	1 0 0	8 0 0	8,714	3,036	....	6,750
7	Penugonda ...	1 Chellapalli ...	95 0 0	Cultivated ...	40·00	47 0 0	38 0 0	9 0 0	6,855	....	....	6,855
				Waste ...	227·00	77 0 0	10 0 0	67 0 0	20,500	....	....	20,500
					267·00	124 0 0	48 0 0	76 0 0	27,355	....	....	27,355
		2 Venkatapuram ...	9 0 0	Cultivated ...	198·00	40 0 0	22 0 0	18 0 0	1,200	....	....	1,200
				Waste ...	431·00	85 0 0	3 0 0	82 0 0	43,530	....	....	43,530
					629·00	125 0 0	25 0 0	100 0 0	44,730	....	....	44,730

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8	Hindupuram ...	Maitagolam ...	...	Waste	7·00	2 0 0	...	2 0 0	60	365	...	425
		Maredupalli ...	5 0 0	Do.	35·00	16 0 0	1 0 0	15 0 0	5,683	6,435	200	12,318
9	Madaksira ...	Vulikaradenarahalli...	36 0 0	Do.	2,617·00	362 0 0	30 0 0	332 0 0	11,380	11,389	22,745	46,514
		Sajjamunapalli ...	7 0 0	Do.	2·00	1 1 0	0 1 6	0 15 6	435	18	126	579
		Grand Total ...	331 0 0		4,486·00	928 9 0	148 6 6	780 2 6	1,72,042	85,497	27,580	2,86,119
				Particulars.								
				Cultivated ...	261·00	104 0 0	67 0 0	37 0 0	12,615	4,140	80	16,835
				Waste ...	4,225·00	824 9 0	81 6 6	743 2 6	1,59,427	81,357	27,500	2,68,284

MADRAS,
1st November 1869.

(Signed) W. T. BLAIR,
Offg. Inam Commissioner.

Order thereon, 25th January 1870, No. 139.

The Right Honourable the Governor in Council is of opinion that the interests involved are so trifling that it would be decidedly inexpedient to shake the confidence of the Inamdars in the finality of the Inam settlement by re-considering the quit-rents fixed on the Hissa Shrotriems of the Bellary District in view to taking into account the profits to be hereafter derived by the Inamdars from topes, jungles, and date trees.

2. His Lordship in Council is of opinion that the estimate of the assets of the Inams referred to in paragraph 8 of the Acting Inam Commissioner's letter must be taken to have included all profits of every description derivable from waste land, and he accordingly authorizes the Board of Revenue to issue instructions to the Collector in accordance with this view.

3. The present decision is strictly in accordance with the spirit of the order passed regarding the Hissa Shrotriems of the Salem District, which is referred to at the close of paragraph 9 of the Acting Inam Commissioner's letter.

(True Extract.)

(Signed) R. A. DALYELL,
Acting Secretary to Government.

MACHINE FOR SEPARATING CHINA GRASS FIBRE.

Read the following Proceedings of the Government of India in the Home Department, (Public,) dated Fort William, 11th January 1870, No. 145:—

NOTIFICATION.

The Governor-General in Council is pleased to direct the publication of the following advertisement:—

ADVERTISEMENT.

The Government of India, after communication with various Agricultural and Horticultural Societies in India and with persons interested in the subject, have arrived at the conclusion that the only real obstacle to the development of an extensive trade in the fibre of Rheea or China Grass is the want of suitable machinery for separating the fibre and bark from the stem and the fibre from the bark, the cost of effecting such separation by manual labour being great.

2. The demand for the fibre is now large and no doubt might be extended with reduced prices, and there is a practically unlimited extent of country in India where the plant could be grown.

3. The requirements of the case appear to be some machinery or process capable of producing with the aid of animal, water, or steam power a ton of fibre of a quality which shall average in value not less than £50 per ton in the English market at a total cost, all processes of manufacture and allowance for wear and tear included, of not more than £15 per ton. The said processes are to be understood to include all the operations performed, after the cutting and transport of the plant to the place of manufacture, to the completion of the manufacture of fibre of the quality above described. The machinery must be simple, strong, durable, and cheap, and should be suited for erection at or near the plantations, as the refuse is very useful as manure for continued cultivation.

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4. To stimulate the invention or adaptation of such machinery or process, the Government of India hereby offer a prize of £5,000 for the machine and process that best fulfils all the requirements named above.

5. Rewards of moderate amount will be given for really meritorious inventions, even though failing to meet entirely all the conditions named.

6. Arrangements will be made by the Government of India for the supply of carefully-dried stems and specimens of fibre separated from the bark but subjected to no other process, to mechanical firms and others desirous of competing, on application to the Secretary to the Government of India in the Home Department,

7. All machinery, etc., must be brought by the competitors at their own charge to a locality which will be notified hereafter, probably in the North-West Provinces or the Punjab, and there worked under the supervision of their own representatives for a sufficient time to enable the judges appointed by Government to determine whether all the conditions named have been complied with. The prize machine is to be transferred if required to Government at five per cent. above cost price, the patent right in any such machine to be also transferred if required to Government on the latter securing to the patentee a royalty of five per cent. on the cost price of all machines manufactured under the patent during its currency.

8. One year from the date of this advertisement will be allowed for the preparation of the machines and their transport to the locality named for the competition, and the trials will then be made and the decision of the judges announced. If no invention of sufficient merit is received in the abovenamed period to obtain the prize offered, the Government will continue to allow machines to be tendered for trial till the end of two years from the same date, after which, or on the award of the prize, the offers herein made will be withdrawn.

(By order of the Governor-General in Council.)

(Signed) E. C. BAYLEY,

Secy. to the Govt. of India.

No. 146.

ORDER.—Ordered that a copy of the above Notification be sent to each of the local Governments and Administrations noted below with a request that full publicity may be given to it:—

Government of Fort Saint George.
Do. of Bombay.
Do. of Bengal
Do. of N. W. Provinces.
Do. of Punjab.
Chief Commissioner of Oudh.
Do. of Central Provinces.
Do. of British Burmah.
Do. of Coorg.
Resident at Hyderabad.

(Signed) J. GEOGHEGAN,

For Secy. to the Govt. of India.

Order thereon, 25th January 1870, No. 134.

Forwarded to the Board of Revenue with the request that they will cause the Notification to be published in the District Gazettes.

2. A copy of the Notification will also be sent to the Superintendent of the Government Press for publication in the *Fort Saint George Gazette.*

(True Extract.)

(Signed) R. A. DALYELL,

Acting Secretary to Government.

CAROLINA RICE CULTIVATION.

Read the following despatch from the Right Honourable the Secretary of State for India, (Revenue,) to His Excellency the Right Honourable the Governor in Council, Fort Saint George, dated India Office, London, 14th December 1869, No. 53:—

I have considered in Council the despatch from your Excellency in Council numbered 60 and dated the 11th of October, forwarding, in continuation of Nos. 25 and 45, a further selection of reports on the experimental cultivation of Carolina Rice in your Presidency and Mysore, and informing me that you have sanctioned experiments of cultivation being carried on by the Revenue Officers in five districts* on small farms limited to three acres.

* Kistna.
Cuddapah.
South Arcot.
Madura.
South Canara.

2. I approve these proceedings as likely to yield definite results, by the experience of which the introduction of this valuable cereal may be established in the country.

3. I observe that complaints are made of the last seed having been of an inferior quality; but these statements, as Mr. Robertson, the Superintendent of the Sydapet Farm, remarks in one case, do not seem to be borne out by the results. It should be remembered, too, that in order to preserve the seed in its transit to India a proportion of dried husks or chaff was, as my predecessor informed your Government, packed with the good seed. This should have been explained to the persons to whom the seed was handed over for cultivation, unless it had been previously winnowed.

March 13, No. 14, of 1868.

Order thereon, 25th January 1870, No. 138.

Communicated to the Board of Revenue with reference to the Proceedings of Government noted in the margin.

4th June	1869,	No.	1,583.
22nd July	„	„	2,139.
17th Aug.	„	„	2,351.
25th „	„	„	2,413.
25th „	„	„	2,416.
16th Sept.	„	„	2,585.
22nd „	„	„	2,626.

2. Communicated also to the Government Farm Committee.

3. The despatch from the Home Government of March 13th, No. 14, of 1868, quoted in the margin of paragraph 3 of the foregoing despatch, was communicated to the Board of Revenue with G. O., 20th April 1868, No. 1,038.

(True Extract.)

(Signed) R. A. DALYELL,

Acting Secretary to Government.

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Carolina Rice Cultivation.

Proceedings of the Madras Government, Revenue Department, 26th January 1870.

Read the following Proceedings of the Board of Revenue, dated 18th December 1869, No. 9,286:—

Read the following letter from C. W. Reade, Esq., Collector of South Arcot, to the Acting Secretary to the Board of Revenue, dated Cuddalore, 20th October 1869, No. 237.

I submit to the Board copy of a report* received from the Deputy Collector in charge of a division of this district on the subject of the experimental planting of Carolina Paddy seed.

* Dated 8th July 1869, No. 206.

2. The information disclosed in this letter illustrates the peculiar genius of the native ryot, and shows how strange are still the idiosyncracies of the cultivating classes generally in regard to their position with, and treatment by, the Government; and it seems almost incredible that in the present day and with all the means of intercourse with European and educated Native officials enjoyed by the people, any but the most boorish and uncivilized should be found to express the sentiments entertained by the ryot Kistniah, who, to avoid being overreached, as he thought, by the officers of Government, has attempted to deceive by rendering a false account of the results of his experiment with the Carolina Paddy seed given to him freely for testing its comparative value with the common paddy of the country.

3. I must refer the Board to the letter of the Deputy Collector reporting on the experiment by this very man and by others, and which will be found recorded in Board's Proceedings of 25th June last. The ryot Kistniah stands No. 4 in the marginal list appended to paragraph 2 of the Deputy Collector's letter, and the Board will observe that he gave a more detailed history of the system he had pursued than any other of those who experimented. The falsity of his first statement having now been admitted by himself, it becomes requisite to test the truth of the account he has since given of the results of his cultivation of the Carolina Paddy seed. As far as this may be applied by the results obtained elsewhere in this district where experiments have been carefully conducted, there would seem as little reason to believe the one statement as the other. But the Deputy Collector in paragraph 3 mentions that the yield was two hundred and fifty-fold, and further that, although a portion of the grain harvested had been expended at the time when what remained with the ryots was measured, there were 46 marcals or 138 measures which Kistniah had intended for planting in five cawnies or seven acres of his land in the current year. It is also stated by the ryot that there were 300 grains in a single ear of the Carolina Paddy against 250, the largest known yield from the country paddy.

4. Consequent on these disclosures it is necessary to revert to the various experiments made with the Carolina Paddy seed from its first introduction, and to compare the results arrived at by other experiments with those now adduced, when the difference will be found very striking.

5. I beg to draw attention to the Proceedings of Government of the 21st June 1865, No. 429, with orders thereon of the same date, No. 1,379. The experimenter in the case reported on by me was Mr. Keess, a man of considerable enterprize and Indian agricultural knowledge. Mr. Keess experimented with three sorts of paddy, or, as he mentions, with two, since the seeds labelled "North Carolina," "Kandanghani," and "Indromayoe" were found by him to be identically the same, though it is observed that the yield varied greatly. The following table gives the quantity of seed sown, date of sowing, and date of harvesting and the yield:—

Seed.	Quantity sown.	Date of sowing.	Date of reaping.	Yield.
North Carolina Paddy.	$2\frac{7}{8}$ measures ...	16th December.	20th April ...	38 measures.
	$1\frac{3}{4}$ do.	Do. ...	8th May ...	$56\frac{1}{2}$ do.
	$1\frac{1}{2}$ do.	Do. ...	Do.	34 do.

I will not here enter on other particulars of this experiment as they do not bear on the immediate object of my letter, though it will be seen from paragraph 18 of Mr. Keess' letter how highly thought of by the natives was this paddy and how eager all were to obtain seed, while Mr. Keess himself expressed the belief that it would prove very remunerative.

6. The next experiment reported on by me will be found recorded in the Proceedings of Government under date 8th January 1866, No. 112, with orders of same date, No. 58, and communicated to me through the Board of Revenue on the 23rd idem, No. 531. The experiment on this occasion was made by my former Sub-Collector, Mr. Whiteside, and all particulars connected with it are given in his letter to my address, recorded in the Proceedings as above under date 4th December 1865. I extract below the same items of information as given in regard to results of the

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experiment by Mr. Keess, premising that the seed experimented with was only designated Carolina Paddy :—

Seed.	Quantity sown.	Date of sowing.	Date of reaping.	Yield.
Carolina Paddy.	¼ measure.	31st May.	10th October.	80 Madras measures or 320 seers.

7. I refrain here from discussing the *modus operandi* or any other particulars connected with this experiment, but will go on to the third experiment reported on by me, and which will be found recorded in Government Proceedings of 17th May 1866, No. 309, with Order of the same date, No. 1,175. The results in tabular form similar to the foregoing are as follow :—

Seed.	Quantity.	Date of sowing.	Date of reaping.	Yield.
Carolina Paddy.	20 measures.	14th September.	25th February.	150 measures of bearded paddy.

As regards this experiment it is to be remembered that it was with acclimatized seed of the previous year's growth, and Mr. Keess stated that three-fourths of the plants had been destroyed by a storm and the influx of salt water, but that the system of culture pursued was as before, and, in all respects, the same as that followed in the rearing of indigenous paddy. Mr Keess accompanied his report with thirty measures of the produce for distribution elsewhere.

8. The fourth and last experiment reported on by me was that of the son of the Shrotriemdar of Veerapermalnellur, and will be found recorded in Government Proceedings under date the 9th July 1867, No. 1,526, communicated to me by the Board under date the 13th idem. Similar particulars as given in the preceding cases are subjoined :—

Seed.	Quantity sown.	Date of sowing.	Date of reaping.	Yield.
Carolina Paddy.	¼ cawnie.	September 1866.	February 1867.	12 cullums & 1⅛ marcals on quarter cawnie of land

9. The months of sowing and reaping in this instance were precisely the same as in the last experiment by Mr. Keess noticed in the preceding paragraph, but the actual quantity of seed sown is not given, and, as with Mr. Keess' experiment, so in this by the Shrotriemdar, difficulties and obstacles occurred to the proper maturing of the crop, but for which the outturn would doubtless have been very different, so that the results in these two last instances hardly afford data on which to base any certain calculations, though they afford sufficient to pronounce most favourably in support of the general introduction of the Carolina Paddy.

10. It will thus be seen how far in favourable success over every other experiment recorded has been the result now reported in the case of this ryot "Kistniah," and it is probable that the results of like experiments in other parts of the country may be open to the same objection or suspicion of unfair play to which the experiment under notice has apparently been exposed; and the facts now brought to light are at all events suggestive of the necessity there is for extreme caution and watchfulness in testing the results of any future experiments reported on by native agriculturists, and how little otherwise such results are to be relied upon owing to the influences and superstitions

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tious ideas declared by the Deputy Collector to be so common amongst the ryots of the country. Hereafter every precaution will be taken in this district, and the instructions of Government, recorded in the Revenue Department, dated 25th August, No. 2,413, will be strictly adhered to in all future experiments.

11. I have written to the Deputy Collector, who will carefully watch the progress of the cultivation and growth of the indigenous Carolina seed recently sown by the ryot Kistniah, and the result with all the required particulars will in due course be reported.

ENCLOSURE No. 1.

From C. SREEBALIAH, Deputy Collector, General Duties, to the Collector of South Arcot, dated Trikalore, 8th July 1869, No. 206.

I have the honour to report that the results of the experimental cultivation of Carolina Paddy in this division have been as now discovered far more successful than as reported in my letter, No. 170, dated 24th April 1869, recorded in Board's Proceedings, No. 4,577, dated 25th June 1869.

2. The facts are these—

As already submitted seeds were distributed by Sooriamoorty Pillay, and when I joined the division I had to report the results. I was not present when the harvest was gathered. I had, therefore, to depend on what the experimenters told me. Kistniah (Experimenter No. 4) gave me a statement that he had realized 22 measures from the five measures of seed given him, and, as there was no reason to distrust the truth of what he said, I communicated the results in the letter above quoted.

3. This statement has now been discovered to be untrue.

It appears as now admitted by Kistniah that the outturn was seven kalams, *i. e.*, 84 marcals, and, at three Madras measures a marcal, the quantity realized was 252 measures. The seed distributed was doubtless inferior in kind, and a large portion of it was without the husk on. Kistniah estimates the germinable seeds at one measure, and, if that is correct, the yield was two hundred and fifty times. He spent a portion of the paddy harvested, and what he has now with him, and which I have this day seen measured in my presence and with his permission, is 46 marcals or 138 measures. He intends sowing this seed in five cawnies of land (nearly seven acres) as he is satisfied that this is more remunerative than the cultivation of the indigenous paddy. He also tells me that there were 301 grains in the ears of a single plant against 250 in the best plant of country paddy, and that, as the Carolina Paddy is of a larger size, he expects in the next experiment 100 kalams of produce per cawnie against 40 only of the indigenous paddy.

4. These facts came to light in the manner following:—

A few days ago I sent for the man and requested him to inform me when he prepares the land for the next experiment, and in the course of the conversation it was settled that a cawnie of land could alone be cultivated with the seed (22 measures) in hand; but it would appear he had never expected that his further cultivation would be watched or observed, and was, therefore, I believe, anxious that I should be informed of the truth, as otherwise I would clearly see on a future day that he had not given out the actual results.

He went to one of my subordinates and told him all that had passed, and the truth was thus brought to my notice.

Kistniah was afraid lest, as he seems to have thought, a moiety of the outturn should be taken from him.

5. My object in submitting these particulars is not only to have the errors in my former report corrected but also to enable the Government to see whether, from what has now come to light in this instance, it is not necessary to desire the local officers to use more circumspection, and to institute more searching inquiries in ascertaining the results of the future experiments; for, as I am informed, the reluctance to speak the truth in a matter of the kind is general among the cultivating ryots, and the reason assigned is that the results if reported as they are might lead to increase of taxation, and it is also the common belief that lands become less fertile if their produce is correctly known to the officers of Government or seen by their "evil eyes."

This report will be submitted to Government with reference to Board's Proceedings, dated 25th June 1869, No. 4,577.

2. It appears that the ryot to whom some Carolina Paddy was given for experiment at first reported an outturn of 22 measures from the five measures sown, but now admits that the outturn was 250 measures.

3. He had it seems concealed the facts fearing that half the produce would be taken from him and anxious to retain the entire amount of seed for cultivation on a large scale of such a productive crop.

4. On learning, however, that the present Deputy Collector intended to see with his own eyes the further progress of the experiment, he foresaw the impossibility of successful deception and made a clean breast of it. The figures now given by the ryot cannot be implicitly adopted, but it may be fairly inferred that instead of a failure the experiment was highly successful.

5. The case shows how essential is careful personal supervision by trustworthy officers to the preparation of statistics of any value regarding the success or failure of agricultural experiments, and the Board resolve to impress on Collectors the extreme disadvantage attaching to the inclusion in their reports of any but the most reliable results of such trials.

Order thereon, 26th January 1870, No. 140.

Mr. Reade's letter tends to show the fallacy of attempting to base an estimate of agricultural products on the unsifted statements of the ordinary class of ryots and the consequent necessity of attending in all cases of experiment to the instructions conveyed in the concluding sentence of G. O., dated 25th August 1869, No. ,2413. The Government observe that the Board have wisely forwarded copies of their Proceedings to all Collectors.

2. Deputy Collector C. Sreebaliah deserves credit for the useful information which he has furnished.

(True Extract.)

(Signed) R. A. DALYELL,

Acting Secretary to Government.

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SEASON REPORT.

REMARKS ON THE SEASON.

Northern Section.—During the month copious rains fell only in parts of the Nellore District. In all the other districts the fall was slight and scanty.

Ganjam.—In Ganjam, *Rape, Coriandar, Niger, Green Gram*, and *Brown Cotton* were sown, and the standing crops, consisting of *Sugarcane, Red Gram, Tobacco, Jonnalu, &c.*, were in good condition. Early *Paddy* and *Black Gram* had been cut; the great *Paddy* crop of the district was ready for the sickle.

Vizagapatam.—In parts of the Vizagapatam District *Paddy* was cut. Tanks, channels, and rivers held tolerably good supplies of water.

Godavery.—In the Godavery District anicut channels were full. The transplanted *Paddy* crop was cut, and yielded an excellent outturn. The later dry crops, as also *Sugarcane* and other garden products, were thriving.

Kistna.—*Paddy* crops and the *Pyra* or later dry crops, which latter had been largely cultivated in parts of the district, were in good condition. *Black Paddy* and *Sujja, Corra, Mokka Jonna*, and other early dry crops were harvested, and yielded a good outturn. The *Pedda Jonna* and *Gidda Jonna* crops in a few taluqs of the district sustained serious damage from the attacks of insects and the heavy rains of the previous month.

Nellore.—The river Pennair in Nellore was in fresh four times during the month, and all tanks dependent on it received good supplies. Cultivation was in progress, and the standing wet and dry crops were thriving. *Indigo, Corra*, and *Raggy* were cut, and the experimental cultivation of Hingunghaut *Cotton* was favourably reported upon.

Prices fell in Ganjam and Godavery, and fluctuated in Vizagapatam and Kistna. In Nellore they were almost stationary.

Public health was good in Ganjam. In all the other districts fever was rife. Small-pox, ague, and dysentery also were here and there prevalent, though not to any considerable extent.

Cattle suffered from disease in parts of Vizagapatam, Godavery, Kistna, and Nellore.

Ceded Districts.—The rainfall was deficient in these districts, which occasioned some anxiety in parts of the Bellary District.

Cuddapah.—The standing crops in Cuddapah were in good condition. Cultivation was progressing, and *Paddy* and a few of the dry crops were being harvested. The outturn was estimated to be above the average.

Bellary.—Some progress was made in agricultural operations, and few of the early crops were harvested.

Kurnool.—*Korra* and *Arika* were cut all over the Kurnool District, and *Paddy* in Ramalkotta and Koilcuntla Taluqs. *Bengal Gram* and *Wheat* were largely cultivated, but *Jonna* in Nundial Taluq suffered seriously from heavy rains.

Prices fell slightly in Cuddapah. In the other districts they were almost stationary.

Fever was prevalent all over the section, and small-pox, dysentery, and ague in parts of Cuddapah and Kurnool.

Cattle were generally healthy except in Kurnool, where they suffered from Murrain.

East Centre.—Heavy rains fell in South Arcot. In the other districts also there was rain, which though not heavy was pretty general.

Madras.—Tanks in the Madras District received indifferent supplies, but the standing crops were in good condition except in the Trivellore Taluq, where some distress from drought was reported.

North Arcot.—In North Arcot cultivation was in active progress, and the standing crops looked as healthy as could be desired. A few of the wet and dry grains were harvested, and yielded an outturn pronounced to be fair.

South Arcot.—Heavy freshes passed down all the rivers in South Arcot, and tanks dependent on them received fullsupplies. A few tanks in parts of the district breached in consequence of the heavy rains. Dry and wet grains were extensively cultivated, and the standing crops were thriving. *Varagoo, Raggy, Cholum, Indigo*, and *Car Paddy* were being harvested.

Prices were almost stationary in Madras and North Arcot. They fell in South Arcot.

Public health was, on the whole, good in Madras and South Arcot. In North Arcot fever was widely prevalent, and was attended with some loss of life.

Cattle suffered from disease in parts of the section.

Cauvery.—There was an abundant fall of rain in these districts.

Tanjore.—All the rivers in Tanjore were in fresh, and tanks received considerable supplies. The second-crop *Sambah* and a few of the dry grains were still being put down, and the standing crops were flourishing. *Kadupukar* was harvested in parts of the district and yielded well.

Trichinopoly.—The unusually heavy rains in Trichinopoly largely increased the store of water in tanks and channels, and brought down abundant freshes in the Cauvery. The standing crops everywhere looked healthy, and the harvesting of *Kar, Cholum*, and *Raggy* was nearly over.

Prices fell in Trichinopoly, but were stationary in Tanjore.

Cholera existed in parts of both the districts of this section, but was particularly severe in Tanjore, where small-pox and fever also contributed in some measure to the ill-health of the district.

Cattle were healthy.

Southern Section.—Heavy rains fell in this section, and were accompanied by a severe gale in Tinnevelly.

Madura.—In Madura the river Vigay overflowed its banks, and tanks in most instances received full supplies. *Varagoo, Raggy, Bengal Gram, Horse Gram, Green Gram*, and *Gingelly Oil Seeds* were being cultivated, and transplantation

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in *Nunjah* was progressing. The standing crops, including *Cotton* and *Indigo*, were thriving. *Raggy*, *Green Gram*, *Samay*, *Kar*, and *Narayam Paddy* were being cut.

TINNEVELLY.—Unprecedented freshes came down the Tambrapoorni and other minor rivers in Tinnevelly, and caused serious damage to works of irrigation and communication. The *Peshanum* crop looked sickly from submersion and other causes, and there was a decrease in the extent of cultivation owing to destructive rains and want of water in breached tanks. *Samay*, *Raggy*, and *Varagoo* were harvested, but yielded a scanty outturn. The *Cotton* crop was flourishing.

Prices fell in Madura and exhibited a tendency to rise in Tinnevelly.

Both men and cattle were free from disease.

WEST CENTRE.—The rainfall in this section was good, though it was unequally distributed in Coimbatore and Salem.

COIMBATORE.—In Coimbatore, *Horse Gram*, *Cotton*, *Cholum*, *Chillies*, and *Tobacco* were largely cultivated, and the lands under the river Noyel, which hitherto had been lying waste, were brought under cultivation. The standing crops, including *Sambah Paddy* under Bhowany and Ambravatty, were thriving, except in parts of Bhowany Taluq, where excessive rains were reported to have caused serious damage to the crops. *Raggy* and *Kar Paddy* were harvested, and tanks in favoured localities received full supplies.

NEILGHERRIES.—On the Neilgherries, *Ganjay*, *Wheat*, *Buttacadalay*, *Poppy Seeds*, *Vendiam*, and *Potatoes* were thriving, and *Corally*, *Samay*, *Thanai*, and *Raggy* were being reaped.

SALEM.—Dry grains were extensively cultivated in Salem, and the standing crops, dry and wet, were in good condition, although in parts of Salem Taluq they were suffering from grubs. *Paddy*, *Cumboo*, *Raggy*, *Samay*, and a few other grains were harvested, but there was no *Cotton*-picking during the month. The majority of tanks in the district received good supplies.

Prices fell in this section.

Fever and cholera were prevalent in parts of Coimbatore and Salem, and proved fatal in some instances. On the Neilgherries public health was good.

Cattle slightly suffered from disease.

WEST.—The rainfall was slight in these districts.

SOUTH CANARA.—In South Canara the standing second-crop *Rice* was in good condition.

MALABAR.—In Malabar the season was favourable as regards prospects of cultivation.

Prices fell in South Canara and remained stationary in Malabar.

Public health in both districts was good.

Cattle also were, with very few exceptions, free from disease.

Average Bazaar prices of Grain and Salt per Madras Garce, and Rain Report of all the Districts of the Madras Presidency for the month of November 1869, *Fusly* 1279.

DISTRICTS.		PRICES OF GRAIN AND SEA SALT.												RAINFALL.				
		2nd sort rice.		2nd sort paddy.		Cholum.		Raggy.		Horse Gram		Sea Salt.		Northern Section.	Southern Section.	Eastern Section.	Western Section.	Average.
		Fusly.		Fusly.		Fusly.		Fusly.		Fusly.		Fusly.						
		1278	1279	1278	1279	1278	1279	1278	1279	1278	1279	1278	1279					
		Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Ins.	Ins.	Ins.	Ins.	Ins.
Northern Section.	Ganjam	285	280	124	112	134	143	158	126	147	289	290	314	0·0	0·30	0·10	...	0·10
	Vizagapatam	372	321	167	149	170	202	280	154	176	252	251	296	0·20	1·50	4·70	0·10	1·62
	Godavery	272	268	127	124	145	147	142	136	139	234	244	279	0·46	2·31	1 56	0·63	1·24
	Kistna	326	334	147	149	165	185	132	154	162	246	273	345	0·37	3·22	3·78	0·87	2·6
	Nellore	347	366	164	174	166	154	150	136	209	262	257	329	2·17	6·76	13·10	9·11	7·78
Ceded Districts.	Cuddapah	460	421	222	193	222	175	211	163	260	207	317	357	2·17	2·37	6·38	2·19	3·28
	Bellary	402	370	173	147	131	131	115	113	147	161	378	394	0·08	0·57	0·33	0·07	0·26
	Kurnool	444	417	188	187	189	152	175	162	213	242	335	370	1·62	0·83	1·36	0·98	1·20
East Centre.	Madras	448	464	206	213	249	261	233	232	293	292	267	296	8·29	6·75	7·14	4·89	6·77
	North Arcot	403	395	179	173	207	196	210	179	260	209	245	282	4·0	4 0	2·20	2·20	3·10
	South Arcot	377	423	180	209	188	222	192	200	248	243	268	317	6·07	17·07	18·93	7·58	12·41
Cauvery.	Tanjore	310	341	144	141	177	175	143	139	263	241	252	305	14·70	16·50	18·20	10·40	14·95
	Trichinopoly	376	395	181	188	204	195	184	171	286	232	307	328	8·20	9·67	13·40	4·84	9·27
Southern Section.	Madura	447	429	200	199	244	160	177	162	346	190	273	304	7·31	7·51	14·61	13·27	10·67
	Tinnevelly	421	432	203	198	219	217	201	183	389	230	326	372	16·08	20·85	19·83	20·91	19·42
West Centre.	Coimbatore	479	412	232	190	292	260	222	183	333	248	334	392	1·72	6·63	2·58	4·55	3·87
	Neilgherries	640	640	...	...	256	267	320	291	320	320	457	533	...	...	11·65	3·28	7·46
	Salem	392	366	177	158	227	194	196	157	265	191	291	334	1·16	2 65	4·0	2·30	2·52
West	South Canara	343	440	144	163	...	...	246	250	349	287	254	282	5·10	1·50	4·50	2·90	3·50
	Malabar	420	389	176	177	...	...	229	197	333	303	307	345	5·50	6.20	3·24	4·92	4·96

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Statement of Cotton and Indigo Cultivation with their Market Prices for the month of November 1869, *Fusly* 1279.

	DISTRICTS.	Cotton. Fusly 1278. Extent.	Cotton. Fusly 1278. Assessment.	Cotton. Fusly 1279. Extent.	Cotton. Fusly 1279. Assessment.	Market rate of cleaned Cotton per Candy of 500 lbs.	Indigo. Fusly 1278. Extent.	Indigo. Fusly 1278. Assessment.	Indigo. Fusly 1279. Extent.	Indigo. Fusly 1279. Assessment.	Market rate of Cake Indigo per Maund of 25 lbs.
	1	2	3	4	5	6	7	8	9	10	11
		Acres.	Rs.	Acres.	Rs.	Rs.	Acres.	Rs.	Acres.	Rs.	Rs.
1	Ganjam ...	6,405	11,645	6,204	12,434	156	30	30	30	30	80
2	Vizagapatam ...	13,116	31,717	10,355	18,242	156	1,995	10,869	1,102	3,247	43
3	Godavery ...	6,905	11,299	6,841	9,872	163	422	1,128	1,467	5,125	7[illegible]
4	Kistna ...	1,51,675	2,21,908	2,15,031	3,10,268	146	6,906	12,127	17,018	33,717	60
5	Nellore ...	20,754	20,075	14,362	16,180	160	17,436	40,559	38,478	89,604	62
6	Cuddapah ...	1,312	1,910	5,921	4,132	120 to 180	531	1,353	323	931	50 to 74
7	Bellary ...	3,20,890	3,55,271	4,82,464	5,13,180	158	5,288	6,068	9,842	14,370	68
8	Kurnool ...	1,88,395	2,18,590	2,73,476	3,16,032	149	21,944	42,638	51,609	95,394	64
9	Madras ...	1	2	1	1	150	6,506	18,469	4,172	13,506	50
10	North Arcot ...	1,658	3,662	1,144	2,243	130	8,584	18,297	7,093	14,245	50
11	South Arcot ...	3,735	7,902	1,682	3,004	166	24,859	46,515	25,756	49,054	45
12	Tanjore ...	791	1,020	1,263	1,668	166	700	2,203	672	1,155	18
13	Trichinopoly ..	5,167	6,160	6,282	6,619	150	100	265	202	508	19
14	Madura ...	54,252	97,872	51,494	94,643	100	31	73	49	124	40
15	Tinnevelly ...	1,41,734	1,43,957	1,22,722	1,26,795	155	203	283	164	139	31
16	Coimbatore ...	93,826	96,595	72,504	69,0[illegible]6	145	......	......	......	......	27
17	Salem ...	8,786	13,005	13,517	19,327	220	920	3,637	1,372	6,235	43
	Total...	10,19,397	12,42,590	12,85,263	15,23,656	......	95,955	2,01,449	1,59,348	3,27,379	......

Revenue Board Office,
Madras, 24*th December* 1869.

(Signed) A. MACGREGOR,
Acting Secretary.

ACT OF THE GOVERNMENT OF INDIA.

The following Act of the Governor-General of India in Council received the assent of His Excellency the Governor-General on the 10th day of December 1869, and is hereby promulgated for general information:—

Act No. XXIV of 1869.

An Act to enhance the price of Salt in the Presidency of Fort Saint George and the Duty on Salt in the Presidency of Bombay.

Preamble.

Whereas it is expedient to enhance the price of salt manufactured and sold in the Presidency of Fort St. George and the duty leviable on salt manufactured in, or imported into, the Presidency of Bombay; It is hereby enacted as follows:—

Repeal of enactments.

1. Act No. VI of 1844, *(for abolishing the levy of Transit or Inland Customs Duties, for revising the Duties on Imports and Exports by Sea, and for determining the price at which Salt shall be sold for home consumption within the territories subject to the Government of Fort St. George)*, Sections 44 and 45, and Act No. VII of 1861 *(to empower the Governor-General in Council to increase the rate of Duty leviable on Salt manufactured in, or imported into, any part of the Presidency of Bombay)*, Act No. XIX of 1866 *(to enhance the price of Salt manufactured and sold under the orders of the Governor of the Presidency of Fort St. George in Council)*, and the Ordinance to enhance the duty on salt in the Presidencies of Madras and Bombay, dated the 4th day of October 1869, are hereby repealed.

Price of salt in Madras.

2. The price to be paid to the local Government for salt manufactured and sold under the orders of the Governor of the Presidency of Fort Saint George in Council for consumption within the territories subordinate to that Presidency shall be 2 rupees for every maund of three thousand two hundred tolahs weight of salt;

Duty on salt in Bombay.

And an excise duty of 1 rupee and 13 annas per maund of three thousand two hundred tolahs shall be levied on salt manufactured in, and a Customs duty of 1 rupee and 13 Annas per maund of three thousand two hundred tolahs shall be levied on

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salt imported either by sea or by land into, any part of the Presidency of Bombay.

Saving of duty in Sindh.

3. Nothing hereinbefore contained shall affect any duty now leviable on salt in the province of Sindh.

(Signed) WHITLEY STOKES,

Secy. to the Council of the Govr.-Genl. for making Laws and Regulations.

Re-published by order of His Excellency the Governor in Council.

(Signed) J. I. MINCHIN,

Acting Chief Secretary.

CIRCULAR ORDERS OF THE BOARD OF REVENUE.

No. I.

STANDING No. 391-3.

Government Servants not to be removed for physical unfitness without Certificate.

Proceedings of the Board of Revenue, dated 18*th January* 1870, *No* 352.

Collectors will observe the ruling contained in the following Notification issued by Government:—

Government Order, (Public Department,) dated 10th December 1869, No. 1,696.

NOTIFICATION.

Several recent cases of summary dismissal by Heads of Offices of persons in Government employ having suggested the desirability of a rule upon the subject, His Excellency the Governor in Council is pleased to direct that in future Heads of Offices in any Department shall not dismiss their subordinates or remove them from the service upon the ground of ill-health or of physical incompetence to perform their duties, unless they have undergone medical examination and unless a certificate to their unfitness for further performance of their duties has been obtained. Whenever a public servant who is entitled to any allowance upon retirement is so certified to be unfit and removed from the service, application on his behalf should be at once submitted through the proper channel.

No. II.

STANDING No. 228-1.

Collectors to address Board when Stamps not speedily supplied.

Proceedings of the Board of Revenue, dated 24*th January* 1870, *No.* 489.

When from any cause Collectors' requisitions on the Superintendent of Stamps are not complied with speedily and inconvenience to the public seems likely to result, Collectors should address the Board on the subject.

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